



**TOWN OF GRAFTON**  
GRAFTON MEMORIAL MUNICIPAL CENTER  
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519  
(508) 839-5335 ext 1100 • FAX (508) 839-4602  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

**BOARD OF SELECTMEN  
MEETING AGENDA**

June 19, 2018  
Municipal Center, Conference Room A  
7:00 p.m.

**CALL TO ORDER**

**ANNOUNCEMENTS**

**1. SCHEDULE**

- a) Festival of Hope – Request for road closure – Vote to close off area (road) between Congregational Church and Town Common for the Festival of Hope, June 23 Grafton Common

**2. NEW BUSINESS**

- a) [Town Clerk – Vote to sign Sales Agreement for Poll Pads - LHS Associates](#)
- b) [Vote to Sign – Contract with Bibliotheca for Self Check Work Stations – Beth Gallaway](#)
- c) [Vote to Sign Contracts - Recreation Department Summer Programs – Jen Andersen](#)
  - a. James Chisholm – Golf Instruction
  - b. Mary Kate Boyd – Play-Well Teknologies, Lego Engineering Program
  - c. Hillside Meadows Equestrian, Ron Ernenwein – Riding Lessons
  - d. Skyhawks Sports Academy, Jason Frazier – Multiple Sport Sessions
  - e. Fin & Feather Sports, Jeff LeClaire – Outdoor Adventure Program
  - f. Wicked Cool, Barb Johnson – Enrichment Programs
  - g. Best Soccer, Paul Mumby – Soccer Skills Program
- d) [Fire Department – Vote to Authorize the Town Administrator to sign Vacuum Tank & Fire Pump Apparatus Contract – Firovac Power Systems](#)

- e) Fire Department – Vote to Authorize the Town Administrator to sign lease agreement for Vacuum Tank & Fire Pump Apparatus – Community Leasing Partners
- f) [Chapter 90 Reimbursement Request – Paul Cournoyer](#)
  - a. Engineering Adams Road and Institute
  - b. Grafton Common Improvement
  - c. Highway Department Loader
- g) [Seasonal Wine Beverages License – Agronomy Farm Vineyard](#)  
Grafton Farmers Market, Grafton Common (June – October 2018)
- h) [Common Victualler License – Cake & Pop Bake Shop, Dawn Oxnard](#)
- i) [Common Victualler License – Tap & Table 198 LLC d/b/a Reunion Tap & Table](#)
- j) [Animal Control – Vote to sign Inter Municipal Agreement for services with Westborough and Shrewsbury](#)

### **3. RESIGNATIONS**

- a) [Ann V. Morgan, Mill Villages Park Committee](#)
- b) [Megan Perrotta, Alternate Member Zoning Board of Appeals](#)

### **4. APPOINTMENTS**

#### **[Board of Selectmen](#)**

- a) Vote Annual Appointments
  - Affordable Housing Trust
  - Agricultural Commission
  - Board of Cemetery Commissioners
  - Cable TV Oversight Committee
  - Community Preservation Committee
  - Constable
  - Council on Aging
  - Election Officials
  - Grafton Historical Commission
  - Grafton Historic District Commission
  - Grafton Cultural Council
  - Information Technology Committee
  - Together We Can
  - Trustees of Soldiers Memorials
  - Zoning Board of Appeals

- Board of Health

b) Economic Development Committee

- Dennis Perron
- Shawn McAvey

Town Administrator

c) Annual Appointments – Vote to affirm Town Administrator Appointments

- Board of Assessors
- Board of Sewer Commissioners
- Burial Agent
- Keeper of the Lockup
- Special Counsel
- Town Counsel
- Traffic Safety Committee

**5. SELECTMEN REPORTS / TA REPORTS**

**6. CORRESPONDENCE**

**7. DISCUSSION**

**8. MEETING MINUTES**

**EXECUTIVE SESSION**

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

**ADJOURN**

**Schedule:**

**Festival of Hope – Request For Road Closure**

**ROSIE WARFIELD & HER MOM MAGGIE WARFIELD WILL BE PRESENT**

Rosie Warfield, 8<sup>th</sup> Grade student, organized the Festival of Hope in honor of Julie Flynn who was an Adjustment Counselor at the Grafton Middle School. Mrs. Flynn passed away in March 2018. The goal of this event is to help raise awareness for VHL. They expect a large crowd and feel it will be safer to have that area closed off. There will also be two detail officers scheduled to cover the event as well.

**MOTION:**

I move the Selectmen authorize the close of the roadway in between the Congregational Church and the Common from 10:00 a.m. to 2:00 p.m for the Festival of Hope.

**VOTE TO SIGN - POLL PADS SALES AGREEMENT WITH LHS ASSOCIATES**

Kandy Lavallee, Town Clerk, will be present to discuss this purchase.

This is a device similar to an iPad and is used for expediting the check in process at voting locations. The funding for this purchase was approved in the FY18 Capital Plan.

**Motion:**

I move the Board vote to sign the agreement with LHS Associates for Poll Pads.



ANY LINE, ANY TIME, SOLUTION



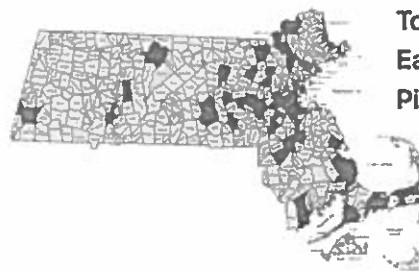
Supported by:



Powered by:



## MOST TRUSTED E-POLL BOOK IN MASSACHUSETTS



Town Meeting Since 2015  
Early Voting in 2016  
Pilot Elections in 2017

50 + Customers  
200 + Units Deployed

## All in One Solution

The iPad-based electronic Poll Pad is the next generation of electronic polling books for voters & election officials.

**Early Voting:** Process voters throughout early voting period on Poll Pad and run reports for upload into your VR database. Speed up check in for registered voters by scanning Drivers Licenses or Voter ID cards on Poll Pad.

**Town Meetings:** Speed up check-in without the need for bulky voting lists. Eliminate the need for alphabetical lines. Receive Quorum results instantly without counting names.

**Same Day Registrations:** Eliminate paper forms by processing new registrants on the Poll Pad. Print compact receipts for wet signature & storage. Data is formatted for upload into your VR database.

*"I thought the poll pads were fantastic. So fast and easy and the voters absolutely loved seeing their name/address/DOB on the screen."*

- Timothy Spanos, City Clerk  
Peabody, MA

## THE FIRST SYSTEM TO BE PILOTED IN NEW HAMPSHIRE

*"We are happy to be on the cutting edge of this technology. It will increase accuracy while processing voters more quickly. Bedford is paving the way for the future."*

- Lori Radke, Town Clerk  
Bedford, NH

## RHODE ISLAND SINCE 2016

*"Poll workers and voters especially appreciated how easy the Poll Pads are to use....it's really a wow factor."*

- Secretary of State Nellie Gorbea  
State of Rhode Island

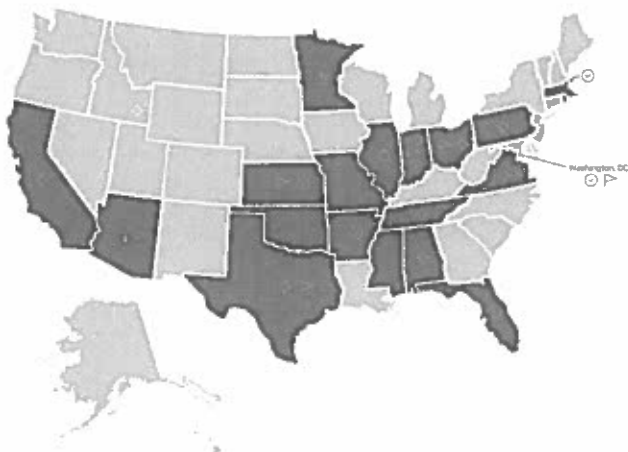
## NEW BRITAIN, CONNECTICUT

*"We look forward to partnering with LHS in preparation for this November's election."*

- Peter Gostin, Republican Registrar of Voters  
New Britain, CT



LHS Associates, Inc.  
10 Manor Parkway, Unit B  
Salem, NH 03079  
(888)547-8683  
[www.lhsassociates.com](http://www.lhsassociates.com)



**20 States**  
and Washington, D.C.

**480+** Election Authorities

**25,000+** Units Deployed



# THE NUMBERS

2016 | TOTAL ELECTIONS

January through November: 503



**Processed on Poll Pad in 2016**

8,022,654 voters

**Processed on November 8th**

5,298,175 voters



**POLL PAD®**  
ANY LINE, ANY TIME, SOLUTION

- Voter Lookup
- Early and Absentee Voting
- Vote Centers
- Same Day Registration
- Provisional Voting
- On-Demand Ballot Printing (iBallot NOW)
- And So Much More!

## upgrades to fit your needs

iSync • Encoder • Magstripe Reader • Battery Base • Printer • Wi-Fi Hotspot • Cisco Meraki Router



## OVERVIEW

Elections must be fair, accurate, auditable, and secure. AT KNOWiNK, we uphold this responsibility: Poll Pad solution performs without fail - election after election - securely and accurately providing access to the ballot box.

As the leader in mobile technology security, the Apple iPad has been certified to FIPS 140-2 by NIST for the cryptographic algorithms that protect data stored on the unit. The iOS operating system supports VPN technology, Remote Erase/Wipe, and Automatic Lock/password requirements. For security purposes, iPads do not have a USB drive or allow user to connect any unauthorized external hardware. iPads are configured in such a manner (guided access mode) that will not allow a poll worker the ability to even exit the application without a password. In addition, the Poll Pad system only transfers data over 256 bit encrypted SSL connections to and from the remote server. Within the cloud infrastructure, the database uses 256 bit AES at rest encryption to store all information and is located on a server that is not publicly accessible and does not have a connection to the internet. For more information about the security of the iOS operating system, please see:

[https://www.apple.com/business/docs/iOS\\_Security\\_Guide.pdf](https://www.apple.com/business/docs/iOS_Security_Guide.pdf)

KNOWiNK Poll Pad utilizes Amazon GovCloud which meets stringent IT certifications. For more information, visit this website for certification standards:

<http://aws.amazon.com/govcloud-us/security/>



## SECURE DATA

All data stored on Poll Pad is encrypted using the iOS operating system that has been validated to FIPS 140-2 by NIST.

All data transferred to and from Poll Pad is encrypted using 256 Bit SSL encryption.

User access, password changes, and all other actions are logged for each specific user and are available to administrators at any time.

All user actions are logged and available for audit if suspicious behavior is detected. In addition, users are required to respond to CAPTCHA challenges if any password cracking is detected while logging into a user's account.

- The system is designed from the ground up with security in mind. All Poll Pads use the iOS operating system which can be secured with a password to prevent any breach in sensitive voter information. All data is also encrypted in transit and at rest.
- KNOWiNK utilizes Mobile Device Management (MDM) to deploy all Poll Pads. By using the MDM, iOS devices can be programmed to lock down access on the device. Users can be denied access to install or uninstall applications or download any malicious software that could compromise the device. In addition, when enrolled, if lost or stolen, MDM has the capability to track, locate, and remotely wipe a device.

## **POLL PAD HARDWARE**

**Utilizing DOD and Military-Approved Technology** - The Pentagon and Department of Defense have approved iOS for use in military and classified operations. The Department of Justice and NSA consider the encryption utilized within iOS to be virtually impenetrable. Along with a customized version of Android by Samsung and Blackberry, iOS is the only mobile operating system approved for use by the DOD.

**Locking Down the iOS Device** - Fortunately, the Apple iPad was designed from the ground up to be easy to use for everyone, from children with autism to seniors who may have a difficult time reading text on the screen. In fact, in a 2012 study by eMarketer, iPad growth in the 65+ age group is expected to be one of the fastest growing age groups of iPad users. Seniors are turning to iPads because they are easy to use, whether they have technical skills or not.

Apple iOS devices can be programmed to lock the device down. Users can be denied access to install or uninstall applications or download malicious software that could compromise the device. In fact, while using Guided Access Mode, the device can be locked to a single application. With Guided Access Mode enabled, it would be impossible for a user to exit the application, even after restarting the device, without entering a pass code. All Poll Pads are shipped with tight device restrictions, so you can be assured your Poll Pad will not be vulnerable to outside applications that could compromise the device.

**Guided Access (Kiosk) Mode** - Guided Access limits an iOS device to stay on one application by disabling the Home and Power button. With Guided Access mode enabled, your poll workers will never be able to leave the application or even turn off the device. Never worry about a poll worker mistakenly exiting the application or changing any settings. These are just some of the features built into the iPad to make it accessible for everyone. To learn more about iPad accessibility, go online to: <http://www.apple.com/accessibility/ios/>

**Application Sandbox** - Apple has built iOS on a solid foundation that is security minded from the ground up. All applications are held in a "sandbox," a separate environment for each application. Each application has a separate file system that cannot be accessed from any other application. Apple has designed iOS so one application cannot infect

or collect information from another.

**Virus Invincibility** - In a recent study conducted by McAfee, an electronic security company, 97% of mobile viruses were created for the Android operating system. In fact, a large anti-virus company recently asked Apple to open their operating system to allow anti-virus software to be created for iOS. Apple declined because there is no need for anti-virus software due to the locked down nature of the operating system.

**Security Features of Poll Pad Bluetooth Sync - Bluetooth 4.0 Security Standards** - All iOS devices support Bluetooth 4.0, the latest standard in Bluetooth communication. Bluetooth 4.0 is the most secure Bluetooth standard available employing multiple security features to safeguard voter data.

Please refer to NIST documentation "Guide to Bluetooth Security" (Special Publication 800-121 Revision 1) for more information on Bluetooth 4.0 Security. Poll Pad follows the recommended security implementations in Section 4.4 of the guide.

**Mobile Device Management (MDM)** - All iPads are shipped enrolled in a mobile device management server powered by Cisco. The mobile device management server allows for tracking, remote wipe, and Apple's lost mode which allows the iPad to be locked down until it is returned. Furthermore, with Apple's Device Enrollment program, an iPad is locked to a mobile device management server, even after resetting or wiping the device. Lost or stolen

The iOS operating system excels at allowing administrative control of the operating system. All Poll Pads are sent pre-enrolled in a mobile device management system, allowing administrators to lock or control nearly every aspect of the system. The app store, game center, news app, entertainment apps, etc. are all locked out from use and able to be controlled by the MDM. A poll worker can be restricted to never leave the Poll Pad application using Guided Access mode, a feature which locks down the device to a single application.

## **FREQUENTLY ASKED QUESTIONS**

**How are access control methods, password protection and login access levels such as kiosk or Election mode managed?**

All iOS applications are sandboxed, preventing any application or user from accessing that application's data. In addition, by using guided access mode, the election authority can prevent any system settings changes without the use of a passcode.

**What security measures are available to protect the operating system, application programs and data on all System equipment from unauthorized change?**

iOS has been certified by NIST to FIPS 140-2 and encrypts all data and data transmission on the device. All data is encrypted both at rest and in transit, preventing any outside entity from deciphering or spoofing fraudulent data.

**What encryption and other security measures are in place to protect data if the proposed system involves Internet or Cloud based transmission of data to and from EPB components?**

iOS, being a feature limited operating system, only allows code that has been code signed by Apple to run on the system. Meaning no unauthorized applications or "viruses" could be loaded onto the system that could cause suspicious behavior.

**Will the Poll Pad detect and prevent any suspicious software behavior any part of the System?**

Built on the iOS operating system, Poll Pad operates in a fully sandboxed application container. This prevents other applications or outside access to its data or engage in any suspicious behavior that affects Poll Pad. Data stored in Poll Pad is encrypted by the operating system and locked behind a passcode.

**ePulse prevents suspicious behavior in several layers. The first layer prevents any outside actor from accessing the system via the application firewall. Only ports 80 and 443 are accessible and only the load balancers are open to public access. Using alerts**

provided to system administrators via AWS Cloudwatch, suspicious behavior can be stopped or mitigated as soon as it happens.

All devices are enrolled into an MDM (Mobile Device Management) server. The MDM has the capability to remotely locate, lock, or wipe a stolen or lost device.

**How are Poll Pads tracked, recovered, or disabled if stolen or removed from the polling location?**

iOS only allows authorized hardware to connect to an iPad that has been digitally signed by Apple. Our iSync drive has been certified by Apple only to contain and transfer approved files. No off the shelf or unauthorized USB devices can connect to an iPad or our application.

## DATA TRANSFER PROTOCOLS

Poll Pad uses a simple transfer process within ePulse. The voter data file is exported from the jurisdiction's Voter Registration System to a .csv or .txt based text file. The file is uploaded via a file loader in ePulse and converted to a proprietary, secure, object oriented data base file for use within ePulse and with the iPad's data base.

For Poll Pad Data Import, the data transfer/download request is initiated from the Poll Pad's Tools & Settings section of the device Menu list. Voter database files are then loaded to iPads via an encrypted Wi-Fi connection or a flash drive.

During Election Day, check-ins and signatures are captured and stored on each Poll Pad in an encrypted database. If connectivity is allowed during the Election Day data is automatically background synced with ePulse.

After the election, the data is manually transferred from each Poll Pad back to ePulse via the Voter History Upload option within the Poll Pad's Tools & Settings section of the device Menu list.

Following the confirmation that all data has successfully uploaded to ePulse, the jurisdiction will be able to create an import file that will batch import voter history into the jurisdiction's Voter Registration system. The jurisdiction will also have the ability to generate an electronic roster file listing all voters, their captured signatures, and other data.

All data transferred to and from the Poll Pad is encrypted with 256-bit AES encryption.



## NETWORK SECURITY

The Poll Pad and ePulse systems maintain multiple levels of security to ensure confidentiality and integrity of all devices, communications, data, and systems. We have security controls incorporated to safeguard the confidentiality and integrity of data passing over public networks, and to protect the connected solutions.

Within the cloud network of ePulse, the data base server is stored on a non-public accessible server behind a firewall. In addition, KNOWiNK utilizes the VPC (Virtual Public Cloud) security features offered by Amazon GovCloud to isolate network traffic in Central Command from public access. All externally accessible servers are limited to ports 80 and 443 for http and https connections. All users are immediately redirected to a secure connection for the duration of their session when using ePulse.

KNOWiNK will work with the county to create a secure WiFi network that will be used exclusively for Poll Pad. This network only needs external internet access and can be completely separate from any internal network utilized.

Built on the industry leading Amazon Web Services GovCloud, the ePulse system utilizes many defenses to keep the system both secure and available during a peak period such as an election. For the 6th year in a row in 2016, Gartner, a leading technology scoring and research company, has named Amazon Web Services as the best provider in the industry. KNOWiNK utilizes many of the security and scalability features built into Amazon Web Services, meaning ePulse is secured with the best in the industry tools that are updated for the ever-emerging threats that are present in the technology industry.

Below are some of the intrusion detection and control protocols KNOWiNK has deployed to protect the ePulse system for outside attacks and also the massive increase in load on Election day that thousands of devices can bring against the system. Intrusion detection and control protocols:

**Encrypted Traffic** - All traffic to and from ePulse and between Poll Pad and ePulse is encrypted using TLS 1.2 encryption, a certificate authority signed certificate, and AES 128 or 256-bit encryption depending on what the user's browser supports. All traffic is encrypted using an AWS managed service, ensuring it is always up to date with the latest

encryption standards and supported by industry leading AWS network teams.

**AWS Shield** - All traffic passes through Amazon's "Shield" product which provides both detection and mitigation of DDoS attacks.

**Firewall** - Once through Shield, traffic is passed through a firewall. Only ports 80 and 443 are open.

**Virtual Private Cloud (VPC)** - A virtual private cloud or "VPC" is a virtual isolated cloud environment which allows for all server and database resources to be isolated from the public internet. All traffic must first flow through a load balancer and firewall which then divides the traffic to the proper application server. Due to the isolated nature of the VPC even if an attacker had the IP address of an individual server, he or she could not connect to it.

**Application Load Balancer** - Once in the VPC, traffic is distributed using an AWS application load balancer to maintain high availability and scalability of internal resources. Application servers are hosted in differing availability zones, to ensure reliability if some external event were to affect a single availability zone.

**Autoscale Groups** - All application servers are assigned to auto scaling groups, which will automatically increase the number of running servers depending on demand. This allows for increased load during peak times (Election Day) and also decreases cost during down times. Autoscale groups combined with load balancers also mitigate DDoS attacks because server instances can scale automatically to handle increased load.

**Security Groups** - All AWS resources are assigned to a security group which defines which other resources can connect to them. This means for sensitive systems like the database server, only resources with a pre-authorized security group may connect to it.

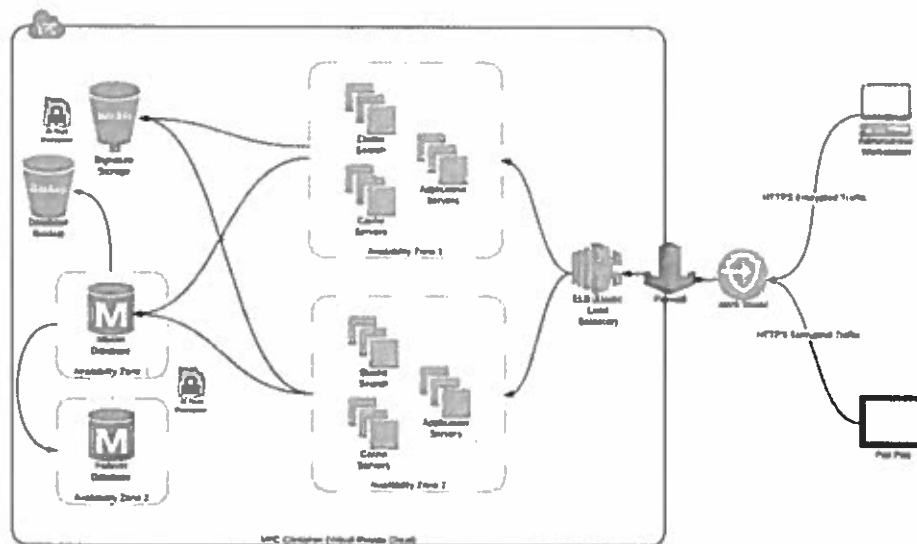
**Amazon Aurora Database** - The aurora database is a managed database service that provides the highest level of performance, availability, and security. All data contained in the ePulse system is stored in the Amazon Aurora database. The data is encrypted at rest and in transit with an encryption key stored in the secure Key Management Service (KMS). In addition, full backups are performed on a nightly basis and stored for 30 days in multiple data centers. Point in time backups are also available for a minute by minute



backup. During peak election periods, failover databases are used in multiple availability zones to prevent any database or network outage. The failover process completes in seconds if an outage were to occur.

**Amazon S3 Storage** - Amazon Simple Storage Service (S3) is used to store all data that cannot be stored in a database, such as signature images, file backups, generated reports, etc. S3 is a highly reliable and secure storage service that features 99.999999999% file durability and 99.99% availability. In addition, all files stored in s3 are encrypted at rest and in transit and their access is governed by IAM (identity and access management) policies which only allow resources that need access to have it.

**Amazon KMS** - Amazon Key Management Service (KMS) is used to store all encryption keys that are used to encrypt all data within AWS. KMS is a secure method to store encryption keys that not only prevent Amazon from accessing them but also require authorization by any service to access any keys stored within KMS.



**Centers for Information Security Benchmarks** - KNOWiNK has hardened our systems to the Centers for Information Security (CIS) benchmarks for both the AWS account and the operating systems utilized by the application server instances.

The AWS account is hardened (where feasible) to Level 1 of the CIS Foundation Benchmarks for Amazon Web Services. These requirements set forth stringent application controls which increase the security of the AWS system utilized by KNOWiNK.

More information can be found here: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_CIS\\_Foundations\\_Benchmark.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_CIS_Foundations_Benchmark.pdf)

The Ubuntu operating system utilized by the application servers are also built upon a server image provided by CIS that is hardened to level 1 v1.0.0 of the Ubuntu 16.04 operating system benchmarks. These ensure the operating system is not left open to any security vulnerabilities. More information on these benchmarks is available here: <https://learn.cisecurity.org/benchmarks>

**Built-in access control methods and login access levels** - to secure and prevent unauthorized access to or dissemination of sensitive or confidential voter information, ePulse and Poll Pad employ comprehensive security access controls throughout the system. In ePulse, administrators may add users at will and assign those users to a specific access control level that permits users to perform authorized functions. For security purposes, Administrators are not allowed to set a user's password so that no person will know a user's password other than the user him or herself. Users receive an email with a link to create a secure password. The default password requirements are a minimum of 12 characters with at least 3 of the 4 character types: uppercase letters, lowercase letters, symbols, or numbers. These minimum requirements are changeable upon request. In addition, Multi Factor Authentication is available upon request.

Users may be restricted from viewing certain sections or may be restricted to read only access to certain sections and features. Only Administrators with proper privileges can change a user's access level. All changes are logged to the system for review.

Poll Pad restricts access through a series of logins. Basic functions are optionally controlled by a base poll worker authentication. More advanced functions can be enabled by entering a supervisor or override password. Virtually every tap on the Poll Pad screen

is logged to the device and is available to export for post analysis.

**Restricted External Devices** - Poll Pad does not require the use of USB or removable memory cards for use. Apple inherently blocks removable memory from being connected to an iPad. KNOWiNK has developed a secure device, known as "iSync," that allows for data transfer to and from the Poll Pad application. In order to connect to our application, the device has been certified by Apple and issued a certificate by Apple that allows it to communicate with the Poll Pad application. All data included on the iSync drive is fully encrypted using 256 bit AES encryption and is validated by a certificate stored on the keychain of the iOS device. While this device is available and can make the Poll Pad easier to use, especially when a quick and reliable network connection is not available, it is not required for use.

**Data Encryption** - All data stored in both Poll Pad and ePulse is encrypted in transit and at rest. Poll Pad utilizes built in iOS encryption to encrypt the application and all data contained within. Certified by NIST to FIPS 140-2, the iOS operating system utilizes the most secure encryption standards available to keep data confidential. Data transferred between Poll Pad and ePulse is encrypted using industry leading TLS 1.2 encryption and utilizes a signed certificate to stop man in the middle attacks. All data stored in ePulse is encrypted at rest and during transit within the system. And, all databases utilize AWS powered encryption with encryption keys stored in the AWS key management service.



# POLL PAD SALES ORDER

LHS ASSOCIATES, INC.  
10 MANOR PARKWAY UNIT B  
SALEM, NH 03079  
P: 888-547-8683 F: 603-212-0028

DATE 06/19/2018

TO Town of Grafton  
Town Clerk's Office, Kandy Lavallee CMC  
30 Providence Road  
Grafton, MA 01519

SHIP TO Town of Grafton  
Town Clerk's Office, Kandy Lavallee CMC  
30 Providence Road  
Grafton, MA 01519

| SALESPERSON               |   | SHIPPING METHOD  | FIRST ELECTION DATE | DELIVERY DATE |             |
|---------------------------|---|--|---------------------|---------------|-------------|
| Brenda L'Italien          |   | LHS  | TBD                 | TBD           |             |
| QTY                       | ITEM #                                    | DESCRIPTION  |                     | UNIT PRICE    | LINE TOTAL  |
| 5                         | PP-001                                    | Poll Pad®: iPad Air Wi-Fi 16gb, i360 Stand, Stylus, Transport Case, Year 1: Software and Application Warranty included             |                     | \$ 1,200.00   | \$6,000.00  |
| Upgrades & Add Ons        |   |  |                     |               |             |
| 5                         | PP-003                                    | Poll Pad® Custom Battery Base Upgrade  |                     | \$ 90.00      | \$ 450.00   |
| 5                         | PP-004                                    | Star Micronics TSP654II Direct Receipt Thermal Printer-Monochrome  |                     | \$ 300.00     | \$ 1,500.00 |
|                           |   | -  |                     | \$ -          | \$ -        |
|                           |   |  |                     |               |             |
|                           |   | -  |                     | \$ -          | \$ -        |
| Activation & License Fees |   |  |                     |               |             |
| 1                         | PP-008                                    | Full Connectivity to Epulse 1-10 Poll Pads-ONE TIME CHARGE (MDM Enrollment and Year 1: Software and Application Warranty included) |                     | \$ 1,500.00   | \$ 1,500.00 |
| 4                         | PP-011                                    | Full Connectivity configuration fee per Poll Pad®-ONE TIME CHARGE (1st Poll Pad® is included in Full Connectivity to Epulse)       |                     | \$ 50.00      | \$ 200.00   |
| TOTAL                     |   |  |                     |               | \$9,650.00  |
| Annual License Charges    |   |  |                     |               |             |
| 5                         | Year 2: Software and Application Warranty |  |                     | \$ 250.00     | \$ 1,250.00 |
| 5                         | Year 3: Software and Application Warranty |  |                     | \$ 250.00     | \$ 1,250.00 |

\* Pricing includes Delivery, Acceptance Testing, Two (2) Hours of Clerk/Staff Training and 24/7 Technical Support.

\* Pricing Valid for 45 days from date of quotation.

SOFTWARE LICENSE AND SERVICE AGREEMENT  
THIS COMPUTER SOFTWARE AND DATABASE SERVICE AGREEMENT IS DATED: 06/19/2018  
-BETWEEN-

KNOWINK

Phone: 314-282-5465

Email: pollpad@knowink.com

Website: www.knowink.com

"The Licensor"

-AND-

LHS ASSOCIATES, INC.

Phone: 978-683-0777

Email: ma@lhsassociates.com

Website: www.lhsassociates.com

"The Service Provider"

-AND-

"THE CUSTOMER"

TOWN OF GRAFTON

Town Clerk's Office, Kandy Lavallee CMC

30 Providence Road

Grafton, MA 01519

|   |             |
|---|-------------|
| Number of Poll Pads Purchased:                      | 5           |
| Total Purchase Price Including Additional Products: | \$ 9,650.00 |
| Annual Warranty Fee:                                | \$ 1,250.00 |
| Start Date of Agreement:                            | TBD         |
| End Date of Agreement:                              | TBD         |

THIS IS A COMPUTER SOFTWARE LICENSE AND SERVICE AGREEMENT. This Agreement shall be on the terms and conditions set forth herein which shall constitute the entire agreement of the parties.

#### 1. ENGAGEMENT

- The Customer agrees to pay the Service Provider, as set forth above, a one-time installation and set up fee for the services provided to the Customer in setting up the Poll Pads and for initial training and site support.
- The Customer agrees to pay the Total Purchase Price and Annual Warranty Fee per Poll Pad delivered with the KNOW INK Poll Pad Software as set forth above.
- The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of annual support, maintenance and software updates as the Customer & Service Provider may agree upon (the "Services"), and the Service Provider hereby agrees to provide said Services to the Customer.
- The Customer agrees to comply with the terms and conditions of this Agreement and agrees not to use the Software in any way beyond the scope of this Agreement.

#### 2. TERM OF AGREEMENT

- The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" section of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- The Customer agrees to only use the software during the term of this Agreement and any renewals thereof.
- The Customer agrees to return the original and all existing copies of the Software within five (5) days after the termination of this Agreement.

#### 3. PERFORMANCE

- The Service Provider agrees to provide annual support and maintenance to Customer's electronic Poll Pads

and provide software updates and new releases, as necessary.

- b) Service Provider agrees to physically or remotely answer a service call request within eight (8) hours of being called for service.
- c) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete the annual support and maintenance at any given time the Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.
- d) Within one year of the start date, the Service Provider will assist the Customer in obtaining the Apple Enterprise Development License or will provide a mechanism to install any new version(s) of the application.
- e) In the event the Service Provider is unable to provide the services set forth herein, the Service Provider will assist the Customer in supporting the Poll Pad software without the on-going assistance of the Service Provider.

#### 4. COMPENSATION

- a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated under "THE CUSTOMER" section of this Agreement for the contract duration as specified.
- b) Customer shall pay compensation of the service contract as agreed upon herein to the Service Provider and as set forth in "THE CUSTOMER" section.

#### 5. ADDITIONAL COMPENSATION AND TAXES

- a) The Customer will provide additional compensation for all computer hardware parts replaced or software modifications that are requested by the Customer. Customer will be invoiced for payment at the conclusion of the service call when performed.
- b) The Customer agrees to pay, upon demand, any and all sales, use, or other similar tax which may be assessed on the Service Provider by any governmental agency on any aspect of the transaction contemplated herein.

#### 6. ASSIGNMENT

- a) The Service Provider may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement to the Licensor without the prior written consent of the Customer.

#### 7. CAPACITY/INDEPENDENT CONTRACTOR

- a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture.

#### 8. MODIFICATION OF AGREEMENT

- a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

#### 9. TIME OF ESSENCE/BREACH

- a) The making of payments at the times they respectively become due shall be considered as the essence of the Agreement, and in case of failure so to do, or in case the Customer shall fail to make any other payment due to the Service Provider, the Service Provider shall have the right to cancel the Agreement, and to declare due the entire amount unpaid.
- b) If after any default in this Agreement the Service Provider shall place any matter arising out of or concerning this agreement with an attorney, either to collect damages or in response to legal action brought by the Customer, the Customer shall pay all of the Service Provider's reasonable legal fees, including court costs.

#### 10. ENTIRE AGREEMENT

- a) This Agreement is the complete and exclusive statement of the mutual understandings of the parties. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement

agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was is expressly stated herein.

**11. SEVERABILITY**

a) In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

**12. TERMINATION OF THIS AGREEMENT**

a) The Service Provider may terminate this Agreement at any time giving the Customer 90-days written notice. The Service Provider also retains the right to terminate this License, at any time, should the Customer violate any of the provisions set forth herein regarding the software's use.

**13. GOVERNING LAW**

a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Massachusetts. The Agreement is not binding until accepted by the Service Provider in writing by an officer at its office in Salem, New Hampshire.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement:

06/19/2018

OWNER-TOWN OF GRAFTON

DATE:

Sargon Hanna- Chair:

Craig Dauphinais- Vice-Chair:

Jen Thomas- Clerk:

Bruce W. Spinney, III:

Edward Prisby:

Town Accountant:  
As to Appropriation Per. MGL C. 44 Sec. 31 C

ACCEPTED BY LHS ASSOCIATES, INC.  
AUTHORIZED SIGNATURE:

DATE:

PRINT NAME & TITLE OF AUTHORIZED SIGNER:

**CONTRACT WITH BIBLIOTHECA FOR SELF CHECK WORKSTATIONS –  
GRAFTON LIBRARY, BETH GALLAWAY**

This is a contract for a self check in/out device as well as a tracking system. It was initially approved as a capital item. Beth is hoping to have this contract approved and she will introduce the system in phases. Cost of Phase 1 of the agreement is \$21,956.40. Appropriation in capital plan is \$22,800.

**MOTION:**

I move the Board vote to sign the contract with Bibliotheca in the amount of \$21,956.40 for the self check workstations as detailed in the contract for the Grafton Library.



# Customer Official System Quote



**Quote Number:** QUO-66627-T5D0, Rev: 1

**Quote Date:** April 10, 2018

**Name:** Don Jannazzo

**Email:** D.Jannazzo@bibliotheca.com

**Telephone:** 678-336-7980, Ext 373

## Quote To

Grafton Public Library  
Beth Gallaway  
35 Grafton Common  
Grafton, MA 01519  
United States of America  
gallawayb@graffonlibrary.org  
(508) 839-4649 x1105

## Quote Details:

RFID - Phase I  
Pricing per MHEC L53 contract.  
Additional discount highlighted below to meet Phase I budget.  
Service / Support renewal in year 2 would be approx. \$2500

Quote expires sixty (60) days from Quote Date above.

**If applicable, the hardware and software includes 12-month warranty, set-up, configuration and training**

| Item ID                  | Item Type                                  | Quantity | Sale Price  | Sub Total   |
|--------------------------|--|----------|-------------|-------------|
| SCK500001-000-US         | selfCheck 500D desktop (image shown below) | 2        | \$7,817.250 | \$15,634.50 |
| TAG000010-000-US         | RFID tag™ square (2,000/Roll)              | 21       | \$280.000   | \$5,880.00  |
| TAG000112-000-US         | RFID tag™ fullDisc overlay (1,000/Roll)    | 2        | \$630.000   | \$1,260.00  |
| STF000017-001-US         | RFID pad workstation shielded              | 2        | \$895.000   | \$1,790.00  |
| SWR000002-000-US         | RFID pad workstation –software license     | 2        | \$0.000     | \$0.00      |
| SHP000001-000-US         | Shipping and Handling                      | 1        | \$391.900   | \$391.90    |
| <b>Total</b>             |  |          |             | \$24,956.40 |
| <b>(Less Sales Tax):</b> |  |          |             |             |

|                     |             |
|---------------------|-------------|
| <b>Discount:</b>    | \$3,000.000 |
| <b>Grand Total:</b> | \$21,956.40 |

## Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60 day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

**Manager Approval:** \_\_\_\_\_

**Submit Purchase Order by email to** [d.jannazzo@bibliotheca.com](mailto:d.jannazzo@bibliotheca.com).

**Accepted By:** \_\_\_\_\_

**Accepted Date:** \_\_\_\_\_

**Customer Purchase Order Number:** \_\_\_\_\_

**Bibliotheca, LLC**  
3169 Holcomb Bridge Road, NW, Suite 200,  
Norcross, GA 30071, USA

Phone No - 877-207-3127  
Fax No - 1-877 689 2269  
[www.bibliotheca.com](http://www.bibliotheca.com)



selfCheck™ Model 500D

## **VOTE TO SIGN RECREATION CONTRACTS**

The Recreation Department has submitted their summer program contracts for the Selectmen's approval. Jen Andersen will be present to answer any questions the Selectmen may have.

### **MOTIONS:**

- 1) I move the Board vote to sign a contract with James Chisholm for Golf Instruction.
- 2) I move the Board vote to sign a contract with Mary Kate Boyd for Play Well Teknologies, Lego Engineering Program
- 3) I move the Board vote to sign a contract with Hillside Meadows Equestrian for Riding Lessons
- 4) I move the Board vote to sign a contract with Skyhawks Sports Academy for multiple sport sessions
- 5) I move the board vote to sign a contract with Fin & Feather Sports for an Outdoor Adventure program.
- 6) I move the Board vote to sign a contract with Barb Johnson of Wicked Cool for enrichment programs.
- 7) I move the Board vote to sign a contract with Paul Mumby of Best Soccer for a soccer skills program.

# TOWN OF GRAFTON<sup>1</sup>

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DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

James Chisholm  
230 North Main St. Apt #1  
Grafton, MA 01519

[Bill@highfieldsgolfcc.com](mailto:Bill@highfieldsgolfcc.com)

1. This is a Contract for the procurement of the following:  
Seven 4-day weeks of golf instruction during the summer of 2018.

2. The Contract price to be paid to the Contractor by the Town is:  
\$165 per person,

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

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<sup>1</sup> Contract Short Form Recreation and School Departments\_Services Less than \$25,000.00

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or

omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 20. Insurance

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer

of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.



29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

J. R. Chit                      5/17/18  
Signature                      Date

Timothy McInerney

JAMES W. CHITSHOLM                      ASSIST. GOV. PROFESSIONAL  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

JAMES W. CHISHOLM  
Print Name

ASST. GOLF PROFESSIONAL  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
JAMES W. CHISHOLM, authorized signatory for  
name of signatory  
JAMES W. CHISHOLM, whose  
name of contractor  
principal place of business is at HIGHFIELDS GOLF + COUNTRY CLUB,  
does hereby certify under the pains and penalties of perjury  
that JAMES W. CHISHOLM has  
name of contractor  
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

J. W. Chisholm

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and JAMES W. CHISHOLM, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton RECREATION Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

*J. W. Chisholm*                      5/17/18  
Signature                                      Date

\_\_\_\_\_  
Print Name

JAMES W. CHISHOLM ASST GOLF PROFESSIONAL  
Print Name & Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>MARSH USA INC.<br>1560 SAWGRASS CORPORATE PKWY<br>SUITE 300<br>SUNRISE, FL 33323<br>Attn: FLauderdale.Certs@marsh.com / Fax: 212-948-0512<br>712541-MEMBR-GL/EX-17-18 MEMBE MEM-1 GRAHA 270251 64 |  | <b>CONTACT</b><br>NAME:<br>PHONE<br>(A/C No. Ext):<br>E-MAIL<br>ADDRESS:<br><br><b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : National Casualty Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :<br>NAIC #<br>11591 |  |
| <b>INSURED</b><br>THE MEMBERS AND APPRENTICES OF THE<br>PROFESSIONAL GOLFERS ASSOC. OF AMERICA<br>MEMBER NAME: JOHN GRAHAM<br>MEMBER NO.: 27025164   |  |   |  |

## COVERAGES

CERTIFICATE NUMBER:

ATL-003835142-23

REVISION NUMBER:2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                    | KRO 7021000   | 07/01/2017              | 07/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ NONE<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A   |                    |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE APPLIES TO PGA MEMBERS, APPRENTICES AND JUNIOR LEAGUE PARTICIPANTS WHILE, PLAYING, PRACTICING, OFFICIATING, TEACHING OR COACHING THE GAME OF GOLF AND INCIDENTAL CLUB REPAIR.

## CERTIFICATE HOLDER

TOWN OF GRAFTON RECREATION COMMISSION  
30 PROVIDENCE ROAD  
GRAFTON, MA 01519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Juan Hernandez

*Juan Hernandez*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>MARSH USA INC.<br>1560 SAWGRASS CORPORATE PKWY<br>SUITE 300<br>SUNRISE, FL 33323<br>Attn: FtLauderdale.Certs@marsh.com / Fax: 212-948-0512<br>712541-MEMBR-GL/EX-17-18 MEMBE GL GRAHA 270251 64            |  | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No. Ext):<br>E-MAIL:<br>ADDRESS:   |  |
| <b>INSURED</b><br>THE MEMBERS AND APPRENTICES OF THE<br>PROFESSIONAL GOLFERS ASSOC. OF AMERICA<br>MEMBER NAME: JACK GRAHAM - PGA (1)<br>MEMBER NAME: JAMES CHISHOM - APPRENTICE (2)<br>MEMBER NO.: (1) 27025164, (2) 27003226 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: National Casualty Company NAIC # 11991<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

**COVERAGES**

CERTIFICATE NUMBER:

ATL-003836351-22

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADD'L SUBR INSD Y/V/D   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |   | KRO 7021000   | 07/01/2017              | 07/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ NONE<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |   |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><b>DED</b> <input type="checkbox"/> <b>RETENTIONS</b> <input type="checkbox"/>   |   |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**GRAFTON PARKS AND RECREATION  
ATTN: BETTY WRIGHT  
80 PROVIDENCE RD.  
GRAFTON, MA 01519**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Juan Hernandez

*Juan Hernandez*

# TOWN OF GRAFTON<sup>1</sup>

DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Mary Kate Boyd  
Play-Well Teknologies  
224 Greenfield Ave, Suite B San Anselmo CA 94960  
marykate@play-well.org

1. This is a Contract for the procurement of the following:

Four lego engineering programs in August 2018 for ages 5-12.

2. The Contract price to be paid to the Contractor by the Town is:

\$150.00 per person.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto. Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

<sup>1</sup> Contract Short Form Recreation and School Departments\_Services Less than \$25,000.00

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of

law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs,



expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 20. Insurance

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification

of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

#### 28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior

agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

\_\_\_\_\_  
Town Administrator                      Date

Timothy McInerney

The Contractor by:



April 26, 2018

\_\_\_\_\_  
Signature    Date

Mary Kate Boyd, MA/RI/NH Area Manager

\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Mary Kate Boyd

Print Name

MA/RI/NH Area Manager

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A  
Mary Kate Boyd, authorized signatory for

name of signatory

Play-Well Technologies

whose

name of contractor

principal place of business is at 224 Greenfield Ave, Suite B San Anselmo, CA 94060

does hereby certify under the pains and penalties of perjury  
that Play-Well Technologies has

name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of  
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and  
remitting child support.

### SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Play-Well Technologies, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton Recreation Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator      Date

 April 26, 2018  
\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Print Name

MA/RI/NH Area Manager

\_\_\_\_\_  
Print Name & Title

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| Coverage Applicable   | Limit of Insurance | Page # |
|---|--------------------|--------|
| Extended Property Damage  | Included           | 2      |
| Limited Rental Lease Agreement Contractual Liability                          | \$50,000 limit     | 2      |
| Non-Owned Watercraft  | Less than 59 feet  | 2      |
| Damage to Property You Own, Rent, or Occupy                                   | \$30,000 limit     | 2      |
| Damage to Premises Rented to You  | \$1,000,000        | 3      |
| HIPAA   | Clarification      | 4      |
| Medical Payments  | \$20,000           | 5      |
| Medical Payments – Extended Reporting Period                                  | 3 years            | 5      |
| Athletic Activities   | Amended            | 5      |
| Supplementary Payments – Bail Bonds   | \$5,000            | 5      |
| Supplementary Payment – Loss of Earnings                                      | \$1,000 per day    | 5      |
| Employee Indemnification Defense Coverage                                     | \$25,000           | 5      |
| Key and Lock Replacement – Janitorial Services Client Coverage                | \$10,000 limit     | 6      |
| Additional Insured – Newly Acquired Time Period                               | Amended            | 6      |
| Additional Insured – Medical Directors and Administrators                     | Included           | 7      |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included           | 7      |
| Additional Insured – Broadened Named Insured                                  | Included           | 7      |
| Additional Insured – Funding Source   | Included           | 7      |
| Additional Insured – Home Care Providers                                      | Included           | 7      |
| Additional Insured – Managers, Landlords, or Lessors of Premises              | Included           | 7      |
| Additional Insured – Lessor of Leased Equipment                               | Included           | 7      |
| Additional Insured – Grantor of Permits                                       | Included           | 8      |
| Additional Insured – Vendor   | Included           | 8      |
| Additional Insured – Franchisor   | Included           | 9      |
| Additional Insured – When Required by Contract                                | Included           | 9      |
| Additional Insured – Owners, Lessees, or Contractors                          | Included           | 9      |
| Additional Insured – State or Political Subdivisions                          | Included           | 10     |

|   |               |    |
|---|---------------|----|
| Duties in the Event of Occurrence, Claim or Suit                            | Included      | 10 |
| Unintentional Failure to Disclose Hazards                                   | Included      | 10 |
| Transfer of Rights of Recovery Against Others To Us                         | Clarification | 10 |
| Liberalization  | Included      | 11 |
| Bodily Injury – includes Mental Anguish                                     | Included      | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included      | 11 |

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

- 1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**  
Any willful, intentional, or deliberate "violation(s)" by any insured.
- b. **Criminal Acts**  
Any "violation" which results in any criminal penalties under the HIPAA.
- c. **Other Remedies**  
Any remedy other than monetary damages for penalties assessed.
- d. **Compliance Reviews or Audits**  
Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage****SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:**

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds****SECTION II – WHO IS AN INSURED is amended as follows:**

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** -- Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6.** Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8.** Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



# Play-Well TEKnologies

## Letter Of Agreement

### 2018 Summer Programs

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#### Organization

**Grafton Recreation**  
30 Providence Road  
Grafton, MA 01519

#### Grafton Recreation Contact

**Jenny Anderson**  
Phone: (W) 508-839-5335 x1158  
Email: AndersenJ@grafton-ma.gov

#### Play-Well Contact

##### Primary Contact

Mary Kate Boyd - Area Manager  
Phone: (W) 617-543-3397  
Email: marykate@play-well.org

##### Business Office

224B Greenfield Avenue  
San Anselmo, CA 94960  
Phone: (W) 415.578.2746

#### Marketing Info

This information will be posted on our website, [play-well.org](http://play-well.org).  
Summer Program Phone Number: 508-839-5335 x156  
Summer Program Website: [http://www.grafton-ma.gov/Public\\_Documents/GraftonMA\\_Recreation/index](http://www.grafton-ma.gov/Public_Documents/GraftonMA_Recreation/index)



1160 inspired  
engineering classes  
for kids k-8

# Play-Well TEKnologies

## Letter Of Agreement

### 2018 Summer Programs

#### Program Location

##### Grafton High School

24 Providence Rd  
Grafton, MA 01519

Site Phone: (508) 839-5425

#### Grafton High School Course Dates

| Title / ID   | Ages          | Dates                                       | Times            | Price  | Min/Max |
|--|---------------|---|------------------|--|---------|
| Mine, Craft, Build: Adventure Game with LEGO® Materials<br>ID: 68583 | Ages: 5 to 6  | 8/6/18 - 8/10/18<br>Weekdays<br>5 Sessions  | 9:00am - 12:00pm | Play-Well: \$150.00[*]<br>Total Price: \$160.00[*] | 11 / 24 |
| Mine, Craft, Build Survival Game with LEGO® Materials<br>ID: 68584   | Ages: 7 to 12 | 8/6/18 - 8/10/18<br>Weekdays<br>5 Sessions  | 1:00pm - 4:00pm  | Play-Well: \$150.00[*]<br>Total Price: \$160.00[*] | 11 / 24 |
| Intro to STEM with LEGO® Materials, Summer<br>ID: 68582              | Ages: 5 to 6  | 8/20/18 - 8/24/18<br>Weekdays<br>5 Sessions | 9:00am - 12:00pm | Play-Well: \$150.00[*]<br>Total Price: \$160.00[*] | 11 / 24 |
| STEM Challenge with LEGO® Materials, Summer<br>ID: 68581             | Ages: 7 to 12 | 8/20/18 - 8/24/18<br>Weekdays<br>5 Sessions | 1:00pm - 4:00pm  | Play-Well: \$150.00[*]<br>Total Price: \$160.00[*] | 11 / 24 |

[\*] Price Per Course Per Participant

## Grafton High School Course Descriptions

### Mine, Craft, Build: Adventure Game with LEGO® Materials

Bring Minecraft to life using LEGO® bricks! Resourcefulness, creativity, and cooperation come together in this unique building adventure game; roll the dice to mine for resources, and use these resources to build special items to help in our adventures! Build a Zoo, create a Medieval Castle, and design a Tree House Village! This experience is an original game designed by Play-Well instructors inspired by the popular game, Minecraft. Students will have a blast, even without any prior experience with Minecraft or the LEGO® building system.

**Short Description:** Bring Minecraft to life using LEGO® bricks! Resourcefulness, creativity, and cooperation come together in this unique building adventure game; roll the dice to mine for resources, and use these resources to build special items to help in our adventures! Build a Zoo, create a Medieval Castle, and design a Tree House Village! This experience is an original game designed by Play-Well instructors inspired by the popular game, Minecraft. Students will have a blast, even without any prior experience with Minecraft or the LEGO® building system.

### Mine, Craft, Build Survival Game with LEGO® Materials

Bring Minecraft to life using LEGO® bricks! Resourcefulness, creativity, and cooperation come together in this unique building adventure game; roll the dice to mine for resources, craft tools, and watch out for Creepers! This ultimate LEGO Minecraft experience is an original game designed by Play-Well instructors, using gameplay elements and characters inspired by the popular Minecraft video game. Students will have a blast, even without any prior experience with Minecraft or LEGO® materials.

**Short Description:** Bring Minecraft to life using LEGO® bricks! Resourcefulness, creativity, and cooperation come together in this unique building adventure game; roll the dice to mine for resources, craft tools, and watch out for Creepers! This ultimate LEGO Minecraft experience is an original game designed by Play-Well instructors, using gameplay elements and characters inspired by the popular Minecraft video game. Students will have a blast, even without any prior experience with Minecraft or LEGO® materials.

### Intro to STEM with LEGO® Materials, Summer

Give your imagination a boost with tens of thousands of LEGO® parts! Build engineer-designed projects such as: Cities, Garbage Trucks, Catamarans, and Dinosaurs. Design and build as never before, and explore your craziest ideas in a supportive environment. There are no prerequisites for this course.



11 6,0-inspired  
engineering classes  
for kids K-8!

# Play-Well TEKnologies

## Letter Of Agreement

### 2018 Summer Programs

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#### **STEM Challenge with LEGO® Materials, Summer**

Gear up your engineering skills with Play-Well TEKnologies and tens of thousands of LEGO® parts! Apply real-world concepts in physics, engineering, and architecture through engineer-designed projects such as: Forklifts, Houseboats, Mini Golf Courses, and the London Tower Bridge Design and build as never before, and explore your craziest ideas in a supportive environment. There are no prerequisites for this course.



# Play-Well TEKnologies

## Letter Of Agreement

### 2018 Summer Programs

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## Invoicing

|   |
|---|
| Play Well will be responsible for invoicing the class |
|---|

## Please Note

1. Play-Well TEKnologies programs do not automatically continue; a new Letter of Agreement must be negotiated for new programs.
2. Programs must be conducted in a clean, indoor area on the first floor or in a room that is handicap accessible.
3. For programs held for multiple days, we prefer to use the same room each day.
4. If programs do not meet minimum enrollment, they may be combined or cancelled at our discretion. Do not automatically cancel a class that is below the minimum. Contact Play-Well first.
5. Students will not be able to keep LEGO materials. All materials used are the property of Play-Well TEKnologies and are not for sale or distribution.
6. Play-Well will provide Liability and Workers Compensation insurance verification if requested.
7. Client will collect all participant fees prior to start of program. Play-Well TEKnologies will invoice client after the program has started.
8. The Play-Well fee does not include any CLIENT markup. Please notify Play-Well Area Manager of total cost of class.
9. The first day of enrichment programs, we request access to the site approximately 15 minutes before and after for setup and cleanup.
10. The first day of summer programs, we request access to the site approximately 45 minutes before, and 30 minutes every day thereafter for setup. After class, we request 15-30 minutes for cleanup.
11. Town of Grafton to be listed as additionally insured.



11 GO-inspired  
engineering classes  
for kids k-8

# Play-Well TEKnologies

## Letter Of Agreement

### 2018 Summer Programs

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Mary Kate Boyd for Play-Well TEKnologies

April 26, 2018

Date

Grafton Recreation Representative

5/9/18

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>McNamara Insurance Services, Inc.<br>1050 Northgate Drive, Ste 515<br>San Rafael CA 94503 |  | <b>CONTACT NAME:</b> Michael McNamara<br><b>PHONE (A/C, No, Ext):</b> (415) 457-7856<br><b>FAX (A/C, No):</b> (415) 457-7858<br><b>E MAIL ADDRESS:</b> Mike@4apolicy.com  |  |
| <b>INSURED</b><br>Tim Bowen, DBA: Play-Well Technologies<br>224 Greenfield Ave Ste B<br>San Anselmo CA 94960 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Philadelphia Insurance Companies NAC # 18058<br><b>INSURER B:</b> Hartford Property & Casualty Co 20147<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES****CERTIFICATE NUMBER:** CL179302426**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ALD ISUER (INS) / VVO  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |   |
|----------|---|--|---------------|-------------------------|-------------------------|--|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAYE MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |  | PHPK1709165   | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (E&O occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPO AGG \$ 2,000,000<br>Professional Liability \$ 1,000,000 |   |
|          | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOTICATED AUTOS ONLY  |  |               |                         |                         | COMBINED SINGLE LIMIT (E&O accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |   |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$   | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |               | PHKUPF9803              | 10/01/2017              | 10/01/2018   | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$<br>\$  |
|          | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)<br>Y/N <input type="checkbox"/> N/A<br>TERMINATION OF OPERATIONS below  |  |               | 57WCKZ9403              | 10/01/2017              | 10/01/2018   | PER STATUTE <input type="checkbox"/> OPT-ED <input type="checkbox"/><br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| A        | Abuse/Molestation   |  | PHPK1709165   | 10/01/2017              | 10/01/2018              | EACH INCIDENT 1,000,000<br>AGGREGATE 1,000,000   |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# TOWN OF GRAFTON

---

DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Hillside Meadows Equestrian  
Ron Ernenwein

111 George Hill Road  
Grafton, MA 01519

508-243-8044

Sbrady502@gmail.com

1. This is a Contract for the procurement of the following:

Daily riding lessons for children ages 6-12 for 7 weeks during July and August 2018.

2. The Contract price to be paid to the Contractor by the Town is:

\$240 per child per week.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 31, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages

resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed.

Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

4/20/18  
\_\_\_\_\_  
Date

Timothy McInerney

Shela Brady, Manager  
\_\_\_\_\_  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Sheila Brady  
Print Name

Manager  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Sheila Brady, authorized signatory for  
name of signatory

Hillside Meadows Equestrian, whose  
name of contractor

principal place of business is at

111 George Hill Rd. Grafton

Massachusetts does hereby certify under the pains and penalties of  
perjury that Hillside Meadows Equestrian has  
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Hillside Meadows Equestrian, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton Recreation Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |
|---|---|
| <b>PRODUCER</b><br>FARM FAMILY<br>249 Lakeside Ave Ste 209<br>Marlboro, MA 01752  | <b>CONTACT NAME:</b> MARTIN WEST<br><b>PHONE:</b> (508) 485-3800<br><b>FAX:</b> (A/C, No):<br><b>E-MAIL:</b> martin_west@farm-family.com<br><b>ADDRESS:</b> martin_west@farm-family.com |
| <b>INSURED</b><br>HILLSIDE MEADOWS EQUESTRIAN CENTER LLC<br>111 GEORGE HILL RD<br>GRAFTON, MA 01519-1416<br>MA 01519-1416 | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: FARM FAMILY CASUALTY INSURANCE COMPANY<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                         |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD Y/YD                 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Special Farm Package<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                     | 2014G2963     | 06/15/17                | 06/15/18                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |                                     | 2001C4152     | 10/04/17                | 10/04/18                | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 100,000  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTIONS 1,000   |                                     | 2001B1781     | 06/15/17                | 06/15/18                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A | 2014W6595     | 06/15/17                | 06/15/18                | PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF GRAFTON RECREATION DEPT.  
30 PROVIDENCE RD.  
GRAFTON, MA 01519  
andersenj@graffton-ma.gov

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# TOWN OF GRAFTON<sup>1</sup>

DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

## SKYHAWKS SPORTS ACADEMY

~~Debbie Liberg~~ Jason Frazier

Regional Account Manager  
9425 N Nevada, Suite 210

Spokane, Wa 99218  
Toll Free: 800-804-6509  
dliberg@skyhawkssports.com

1. This is a Contract for the procurement of the following:

To offer a variety of sports over two summer sessions including tennis, tot sports, volleyball and multi sports for youth and pre-schoolers during July and August 2018.

2. The Contract price to be paid to the Contractor by the Town is:  
\$57-\$109/person.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

<sup>1</sup> Contract Short Form Recreation and School Departments\_Services Less than \$25,000.00

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

#### 19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

#### 20. Insurance

##### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

##### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

##### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will

adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MHA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

Timothy McInerney

\_\_\_\_\_  
Signature                                      Date

Dason Frazier, President - CED  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Jason Frazier

Print Name

President - CEO

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Jason Frazier

name of signatory

Skyhawks Sports Academy, LLC

name of contractor

principal place of business is at 9425 N. Nevada St., Suite 210 Spokane, WA 99218

does hereby certify under the pains and penalties of perjury

that Skyhawks Sports Academy LLC

name of contractor

has

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Skyhawks Sports Academy, LLC, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton \_\_\_\_\_ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Roach, Howard, Smith and Barton  
8750 N. Central Expressway, Suite 500  
Dallas TX 75231

CONTACT  
NAME: Jo Watson  
PHONE (A.C. No. Exp): (972) 231-1300 FAX (A.C. No): (972) 231-1368  
E-MAIL ADDRESS: jwatson@rhshb.com

INSURED  
Skyhawks Sports Academy LLC  
9425 N. Nevada St., Suite 210  
Spokane WA 99218

| INSURER(S) AFFORDING COVERAGE     | NAIC # |
|-----------------------------------|--------|
| INSURER A: Chubb Indemnity Co     | 12777  |
| INSURER B: Philadelphia Indemnity | 18058  |
| INSURER C:                        |        |
| INSURER D:                        |        |
| INSURER E:                        |        |
| INSURER F:                        |        |

## COVERAGES

CERTIFICATE NUMBER: Cert ID 41245

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADD'L SUBR INSD VWD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|---------------|-------------------------|-------------------------|---|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |  | FHPK1731918   | 09/23/2017              | 09/23/2018              | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/CP AGG \$ 3,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |  | FHPK1731918   | 09/23/2017              | 09/23/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS  |  | FHUB605509    | 09/23/2017              | 09/23/2018              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY FRC PRIOR OR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)<br>If yes describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input checked="" type="checkbox"/> N/A | 71754023      | 03/31/2018              | 03/31/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> Other<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EL DISEASE - POLICY LIMIT \$ 1,000,000                                |
|          |   |  |               |                         |                         | \$  |
|          |   |  |               |                         |                         | \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General liability policy includes a blanket automatic additional insured endorsement or provision that provides additional insured status to the certificate holder when required by written contract or agreement. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General liability and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

## CERTIFICATE HOLDER

Grafton Recreation  
30 Providence Road  
Grafton MA 01519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# TOWN OF GRAFTON<sup>1</sup>

---

DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

## FIN & FEATHER SPORTS

Jeff LeClaire

10 Milford Street  
Upton, MA 01568

508-529-3901

finfeather@verizon.net

1. This is a Contract for the procurement of the following:

An outdoor adventure program offering such activities as fishing, canoeing, kayaking, and hiking for 10 five-day programs, 10 4-day programs and 4 2-day programs during July and August of 2018.

2. The Contract price to be paid to the Contractor by the Town is:

5- day program: \$275/person. 4-day program: \$220. 2-day program: \$110

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

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<sup>1</sup> Contract Short Form Recreation and School Departments\_Services Less than \$25,000.00

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

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Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

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any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

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10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

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Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

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The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

#### 19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

#### 20. Insurance

##### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

##### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

##### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses

resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MHA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

Jeffrey Lel'laire                      4/21/18  
Signature                                      Date

Timothy McInerney

Jeffrey Lel'laire                      Owner  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date



## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Jeffrey A. LeCLaire

Title/Authority

Owner

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

name of signatory

Jeffrey LeClair

, authorized signatory for

name of contractor

Fin and Feather Sports

, whose

principal place of business is at 10 Millard St Upton

that

does hereby certify under the pains and penalties of perjury

name of contractor

Fin & Feather Sports

has

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Jeffrey LeClair



SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Fin + Feather Sports, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton \_\_\_\_\_ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title



**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy/ies must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** is **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A notation on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

[illegible]

PAID  
In and Feather Sports of Union, Inc.  
10 N. 1st St.  
Union  
VA 22091

|           |                                  |                  |
|-----------|----------------------------------|------------------|
| COVERAGES | CERTIFICATE NUMBER: Master 13-13 | REVISION NUMBER: |
|-----------|----------------------------------|------------------|

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE GROUPED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. ANY WITHHOLDING AND/OR REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THESE POLICIES MAY BE ISSUED OR MAY PERTAIN TO THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREON. THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS TO WHICH MAY HAVE BEEN REDUCED BY PAID CLAIMS.

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-26-2010 BY 60322 UCBAW/BJS

**CERTIFICATE HOLDER**

### CANCELLATION

John of Crofton, MA  
30 Providence Road  
Salem  
MA 01970

SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

6/7/78 RJS BPP 64M 1A 718

ACCORD 24 001677

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# TOWN OF GRAFTON

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DATE: APRIL 20, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Wicked Cool  
Barb Johnson  
38 Montvale Ave Suite G-80, Stoneham MA 02180.

781-281-2180  
bjohnson@wickedcoolforkids.com

1. This is a Contract for the procurement of the following:

Four half day enrichment programs with full day options during July and August 2018.

2. The Contract price to be paid to the Contractor by the Town is:

\$175 per child for half day programs. \$275 per child for full day program

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents

shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:



The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 20. Insurance

### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

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Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the

performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

\_\_\_\_\_  
Signature                                      Date

Timothy McInerney

\_\_\_\_\_  
Jamie Rees, Business Manager  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date

## CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Jamie Rees

Print Name

Business Manager, NRich Inc DBA Wicked Cool for Kids

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Jamie Rees

name of signatory

, authorized signatory for

NRich Inc DBA Wicked Cool for Kids

name of contractor

, whose

principal place of business is at

38 Montvale Ave G80, Stoneham MA 02180

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that NRich Inc DBA Wicked Cool for Kids has

name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.





SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and NRich Inc DBA Wicked Cool for Kids, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
  
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton \_\_\_\_\_ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the \_\_\_\_\_ day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator                      Date

\_\_\_\_\_  
Signature                                      Date      April 20, 2016

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Jamie Rees, Business Manager

\_\_\_\_\_  
Print Name & Title



January 1, 2018

To whom it may concern:

NRich is a company providing services under the name "Wicked Cool for Kids" to clients in Massachusetts, New Hampshire, Rhode Island, Maine, and Vermont.

All NRich staff whose job involves unsupervised contact with school-aged children are subject to a Massachusetts criminal records review (CORI) under the law governing the operation of programs for School Age Children. All employees will be subjected to the appropriate state-level background checks as requested. All employees that are assigned to our programs have had a CORI review within the last three years, and no records were found to disqualify them from unsupervised contact with children.

Sincerely,

A handwritten signature in cursive script that reads "Barbara J. Johnson".

Barbara J. Johnson  
Director  
Wicked Cool for Kids







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                                      |                               |
|--|--------------------------------------|-------------------------------|
| PRODUCER<br><br>PAYCHEX INSURANCE AGENCY INC<br>76210762<br>150 SAWGRASS DRIVE<br>ROCHESTER NY 14620 | CONTACT NAME:                        |                               |
|  | PHONE (A/C, No, Ext): (877) 287-1312 | FAX (A/C, No): (888) 443-6112 |
| E-MAIL ADDRESS:  |                                      |                               |
| INSURER(S) AFFORDING COVERAGE  |                                      |                               |
| INSURER A: The Twin City Fire Insurance Company  |                                      | NAIC# 29459                   |
| INSURED<br><br>NRICH INC<br>38 MONTVALE AVE STE G80<br>STONEHAM MA 02180-2433                        | INSURER B:                           |                               |
|  | INSURER C:                           |                               |
|  | INSURER D:                           |                               |
|  | INSURER E:                           |                               |
|  | INSURER F:                           |                               |
|  |                                      |                               |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|--|
|          | COMMERCIAL GENERAL LIABILITY   |                              |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>                            |                              |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$   |
|          |  |                              |          |               |                         |                         | MED EXP (Any one person) \$  |
|          |  |                              |          |               |                         |                         | PERSONAL & AD/ INJURY \$   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |                              |          |               |                         |                         | GENERAL AGGREGATE \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                              |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$  |
|          | OTHER:   |                              |          |               |                         |                         | \$   |
|          | AUTOMOBILE LIABILITY   |                              |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$   |
|          | <input type="checkbox"/> ANY AUTO  |                              |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS              |                              |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                  |                              |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |  |                              |          |               |                         |                         | \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>                          |                              |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>                      |                              |          |               |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$                             |                              |          |               |                         |                         | \$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |                              |          |               |                         |                         | PER STATUTE <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> \$ |
|          | ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NH)                 | Y/N <input type="checkbox"/> | N/A      | 76 WEG GF8906 | 06/12/2018              | 06/12/2019              | E.L. EACH ACCIDENT \$ 500,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |                              |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000  |
|          |  |                              |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000   |
|          |  |                              |          |               |                         |                         | \$   |
|          |  |                              |          |               |                         |                         | \$   |
|          |  |                              |          |               |                         |                         | \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

## CERTIFICATE HOLDER

GRAFTON RECREATION  
ATTN: JEN ANDERSEN  
30 PROVIDENCE RD  
GRAFTON MA 01519

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Suana C. Castaneda*

# TOWN OF GRAFTON<sup>1</sup>

---

DATE: APRIL 29, 2018

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

## BEST SOCCER

Paul Mumby  
77 Ruggles St.  
Westboro, MA 01581  
1-508-292-6082

bestsoccer99@gmail.com; mumby@verizon.net

1. This is a Contract for the procurement of the following:

To offer a one week full day and half day program for soccer skills for ages 3-14 during July 2018.

2. The Contract price to be paid to the Contractor by the Town is:

Full day program: \$245/person. Half day program: \$145/person

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

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<sup>1</sup> Contract Short Form Recreation and School Departments\_Services

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 30, 2018, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

**6. Subject to Appropriation:**

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

**7. Permits and Approvals:**

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

**8. Termination and Default:**

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

**9. The Contractor's Breach and the Town's Remedies:**

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

**10. Statutory Compliance:**

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

#### 19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

#### 20. Insurance

##### 20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

##### 20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

##### 20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIFA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

#### 21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation, unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

#### 23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

#### 24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### 25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

#### 26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

#### 27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.





28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

\_\_\_\_\_  
Town Administrator                      Date

Timothy McInerney

The Contractor by:

Paul Mundy                      5/15/18  
Signature                                      Date

Paul Mundy / Director  
Print Name & Title

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant                      Date





### CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Paul Mumbly  
Print Name  
Director  
Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor  
principal place of business is at \_\_\_\_\_

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury  
that \_\_\_\_\_ has  
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and BEST Soren, LLC, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton \_\_\_\_\_ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

\_\_\_\_\_  
Town Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title



# CERTIFICATE OF LIABILITY INSURANCE

5/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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|   |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
|---|--|--|-------------------------------|-----------------------|--|--------------------------------------|--|---|--|-------------|--|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br>MACKINTIRE INSURANCE AGENCY INC<br>087432 P: (508) 366-6161 F: (508) 366-5202<br>11 WEST MAIN ST<br>WESTBOROUGH MA 01591 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> <b>CONTACT</b><br/>                     NAME<br/>                     PHONE (A.C. No. Exp.) (508) 366-6161                 </td> <td style="width: 40%;">                     FAX (A.C. No.) (508) 366-5202                 </td> </tr> <tr> <td colspan="2"> <b>E-MAIL ADDRESS</b> </td> </tr> <tr> <td colspan="2" style="text-align: center;"> <b>INSURER(S) AFFORDING COVERAGE</b> </td> </tr> <tr> <td colspan="2">                     INSURER A: Hartford Accident &amp; Indemnity Co                 </td> </tr> <tr> <td colspan="2" style="text-align: right;">                     NAIC# 22357                 </td> </tr> <tr> <td colspan="2">                     INSURER B:                 </td> </tr> <tr> <td colspan="2">                     INSURER C:                 </td> </tr> <tr> <td colspan="2">                     INSURER D:                 </td> </tr> <tr> <td colspan="2">                     INSURER E:                 </td> </tr> <tr> <td colspan="2">                     INSURER F:                 </td> </tr> </table> | <b>CONTACT</b><br>NAME<br>PHONE (A.C. No. Exp.) (508) 366-6161 | FAX (A.C. No.) (508) 366-5202 | <b>E-MAIL ADDRESS</b> |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | INSURER A: Hartford Accident & Indemnity Co |  | NAIC# 22357 |  | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| <b>CONTACT</b><br>NAME<br>PHONE (A.C. No. Exp.) (508) 366-6161  | FAX (A.C. No.) (508) 366-5202  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| <b>E-MAIL ADDRESS</b>   |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Hartford Accident & Indemnity Co   |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| NAIC# 22357   |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER B:  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER C:  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER D:  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER E:  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| INSURER F:  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>BEST SOCCER LLC<br>77 RUGGLES ST<br>WESTBOROUGH MA 01581  |  |  |                               |                       |  |                                      |  |   |  |             |  |            |  |            |  |            |  |            |  |            |  |

|   |                            |                         |
|---|----------------------------|-------------------------|
| <b>COVERAGES</b>  | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                            |                         |

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR LTR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/CP AGG                          |
|          | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> SEE <input type="checkbox"/> RETENTION  |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VIEWER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCR/PRCN OF OPERATIONS below   |           |          | 05 WEC 021536 | 04/02/2018              | 04/02/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>EL EACH ACCIDENT \$100,000<br>EL DISEASE - EA EMPLOYEE \$100,000<br>EL DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>TOWN OF GRAFTON<br>30 PROVIDENCE RD<br>GRAFTON, MA 01519 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br>AUTHORIZED REPRESENTATIVE:<br><i>Susan L. Castaneda</i> |
|---|---|



## **VOTE TO ALLOW TOWN ADMINISTRATOR TO SIGN CONTRACT**

### **FIRE DEPARTMENT – VACUUM TANK & FIRE PUMP APPARATUS**

Last year, a consultant group, EVR, completed an analysis on the fire department fleet vehicles to determine the needs of the department moving forward. One of the vehicles on that list, to be purchased in 2016, was an Engine/Tanker to replace Tanker 1.

Last month, we went out to bid for the tanker and received one bid, from New England Fire Equipment and Apparatus Corp. based in Connecticut. The bid came in under our estimate of \$600,000, at about \$585,000.

We received an initial appropriation for the lease of the vehicle in October 2017 of approximately \$130,000.

At this time, we are requesting that the Board vote to allow the Town Administrator to sign the agreement with Firovac for the pumper Tanker to be built and delivered in approximately 1 year.

### **MOTION:**

I move the Board vote to allow the Town Administrator to sign a contract with Firovac Power Systems for the 3000 gallon Vacuum Tank & Fire Pump Truck in the amount of \$585,971.





Reberland Equipment, Inc.  
5963 Fountain Nook Road  
Apple Creek, Ohio 44606  
[admin@firovac.com](mailto:admin@firovac.com)

1-800-796-2588

330-698-7723 (Fax)

## CONTRACT

This agreement, made and between Reberland Equipment Incorporated, 5963 Fountain Nook Road Apple Creek, Ohio, party of the first part and TOWN OF GRAFTON – GRAFTON FIRE DEPARTMENT party of the second part, for a Firovac™ Tanker Apparatus per specifications. Specifications are for a 2019 Model Year Custom Chassis with a 3000 Gallon Vacuum Tank and Fire Pump Apparatus.

WITNESSETH, that the party of the first part agrees to perform work on party of second part's equipment upon the terms and conditions following, the chassis, apparatus and equipment herein before described, which is in accordance with the specifications and guarantee, the same being a part of the agreement and contract. Total amount of contract with following payment schedule Five Hundred and Eighty-Five Thousand Nine Hundred and Seventy-One Dollars and Zero Cents (\$585,971.00).

Party of the Second Part agrees to pay the chassis dealer \$295,781.00 for a 2019 Spartan Custom Chassis Gladiator Model the amount of Two-Hundred and Ninety-Five Thousand Seven Hundred and Eighty-One Dollars and Zero Cents. (\$295,781.00) when invoiced for the chassis after it is delivered to Reberland Equipment Inc.

Party of the Second Part agrees to the party of the First Part the sum of the total apparatus of Two-Hundred and Ninety Thousand and Ten Dollars and Zero (\$290,010.00) according to the following payment schedule:

|   |                      |
|---|----------------------|
| 30% of Apparatus Down with Beginning of Construction<br>Department will be notified of Beginning of Construction. | \$ <u>87,003.00</u>  |
| 30% of Apparatus after Inspection by Purchaser.   | \$ <u>87,003.00</u>  |
| Balance Due and Payable on Completion and Delivery to<br>Fire Department.   | \$ <u>116,004.00</u> |

All contracts are subject to written acceptance of the Party of the First Part, by its duly authorized officers. At the request of the Party of the First Part, a written opinion of the attorney of the

political subdivision as to the power of the political subdivision to make this contract, will be furnished by the Party of the Second Part.

It is further agreed between the parties hereto that the stipulations of this agreement have been and are understood by the Party of the Second Part and that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the above, and that this agreement may be altered, modified or abridged only in writing, duly signed by an officer of the Party of the First Part, duly authorized, in addition to all other legal remedies and actions.

***Force Majeure:***

"Neither party shall be liable for any failure or delay in performance under this agreement, other than the delay in payment of money as outlined in the contract. To the extent said failures or delays are caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, war, insurrection, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon".

All agreements are contingent upon delays resulting from strikes, accidents, commandeering of plant or other demands of the United States Government, delays in transportation and all other causes beyond the control of Reberland Equipment Incorporated.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2018

BY: \_\_\_\_\_  
Sales Representative

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Party of the First Part

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser  
Party of the Second Part

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VOTE TO ALLOW TOWN ADMINISTRATOR TO SIGN LEASE AGREEMENT – COMMUNITY LEASING PARTNERS FOR LEASE OF FIRE VACUUM TRUCK**

We determined that a lease purchase was the best approach to replacing the fire department fleet. This lease will be for the cost of the vacuum tanker, and will be a 7 year lease at an interest rate of 3.89%. Yearly payments will be made at \$99,577. These payments will become part of the capital plan moving forward. The Sweeper has been paid off as of July 2016 and the Fire Engine currently on our capital plan will be paid off this year. Additionally, the uninvent payments will end this fiscal year.

We have not received the final approval and paperwork for the lease agreement, which is why we are requesting the Board vote to allow Tim to sign. We do not want to sign the agreement for the truck prior to getting approval for the leasing agreement.

Micky would like to be able to move forward as quickly as possible as these vehicles often take about a year to build.

**Motion:**

I move the Board vote to allow the Town Administrator to sign the leasing agreement with Community Leasing Partners for the lease of the vacuum tanker truck for a term of 7 years.

## **CHAPTER 90 REIMBURSEMENT REQUEST**

Brian Szczurko is submitting reimbursement requests for the following projects; Adams Road and Institute, the Grafton Common Improvements and the Loader recently purchased for the DPW. All of these projects were approved by the Board of Selectmen before beginning. This step of the process just allows us to begin receiving reimbursement from the state for the previously approved projects.

Engineering for Adams and Institute road: \$22,365.82

Engineering for Common: \$181,648.70

Loader: \$146,490.

### **MOTIONS:**

I move the Board vote to sign the Chapter 90 reimbursement request for the Engineering of Adams and Institute Road in the amount of \$22,365.82.

I move the Board vote to sign the Chapter 90 reimbursement request for the Engineering of the Town Common in the amount of \$181,648.70.

I move the Board vote to sign the Chapter 90 reimbursement request for the DPW Loader in the amount of \$146,490.



# STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST

Updated 12/2017

City/Town: Grafton Project Engineering Adams Road and Institute Road  
Name: \_\_\_\_\_

Contract # 50813

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project request was approved on 2/25/2016 For \$ 100,000.00

at 100% Reimbursement Rate = \$ 100,000.00

1) Attached are forms which document payment of approved expenditures totaling \$ 22,365.82  
for which we are requesting \$ 22,365.82 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$ 89,819.03 Including this payment.

3) Is this request for a FINAL payment on this project? ☐ Yes ☒ No  
If yes: Include a "Final Report"

4) Remarks:

Construction to begin in July of 2018

## CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Bin Seng  
(Signed)

Engineer  
(Municipal Highway Official Title)

6/14/2018  
(Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

## REVIEWED AND APPROVED FOR TRANSMITTAL

by Anita Patel

Signed: \_\_\_\_\_

Anita Patel

Town Accountant  
(Accounting Officer's Title)

DATE

6-14-18

(Duly Authorized)

# Town of Grafton

## Vendor History

From 07/01/2017 to 06/30/2018

Run Date: 05/31/2018

| Account Number     | Effective  | Post       | Warr # | Voucher | PO # | D/C | Tran/Type | Invoice  | Check     | Amount   |
|--------------------|------------|------------|--------|---------|------|-----|-----------|----------|-----------|----------|
| 1.410.6.5300.999.0 | 08/03/2017 | 08/01/2017 | W #6   | 99178   |      | D   | APWAR     | 0243576  | 205121    | 985.00   |
| -13.420.997.5400   | 08/03/2017 | 08/01/2017 | W #6   | 99178   |      | D   | APWAR     | 0243842  | 205121    | 11093.97 |
| -13.420.997.5400   | 09/07/2017 | 09/06/2017 | W #11  | 99831   |      | D   | APWAR     | 04245255 | 206070    | 7817.27  |
| 1.410.2.5300       | 09/14/2017 | 09/12/2017 | W #12  | 99958   |      | D   | APWAR     | 0244897  | 206339    | 572.50   |
| 1.410.6.5300.999.0 | 09/14/2017 | 09/12/2017 | W #12  | 99958   |      | D   | APWAR     | 0244897  | 206339    | 9327.50  |
| -13.420.997.5400   | 09/14/2017 | 09/12/2017 | W #12  | 99958   |      | D   | APWAR     | 0247651  | 206339    | 842.58   |
| 1.800.6420.6290    | 09/14/2017 | 09/12/2017 | W #12  | 99958   |      | D   | APWAR     | 0244897  | 206339    | 2094.50  |
| 1.410.2.5300       | 09/28/2017 | 09/26/2017 | W #14  | 100306  |      | D   | APWAR     | 0248768  | 206639    | 2771.67  |
| -13.420.997.5400   | 10/12/2017 | 10/10/2017 | W #16  | 100530  |      | D   | APWAR     | 0249144  | 207217    | 421.29   |
| 1.410.2.5300       | 11/16/2017 | 11/15/2017 | W #21  | 101353  |      | D   | APWAR     | 0250420  | 208530    | 1477.50  |
| 1.410.2.5300       | 12/28/2017 | 12/27/2017 | W #27  | 102210  |      | D   | APWAR     | 0252322  | 209760    | 1250.00  |
| -13.420.997.5400   | 12/28/2017 | 12/27/2017 | W #27  | 102212  |      | D   | APWAR     | 0254232  | 209761    | 2190.71  |
| 28.174.13.6330     | 03/15/2018 | 03/08/2018 | W #38  | 1345    |      | D   | APWAR     | 0254233  | 211732    | 688.75   |
| 28.174.13.6330     | 04/12/2018 | 04/11/2018 | W #42  | 2607    |      | D   | APWAR     | 0259585  | 212586    | 5680.00  |
| 1.410.2.5300       | 04/23/2018 | 04/23/2018 |        |         | 9554 | C   | POENC     |          |           | 5000.00  |
| 28.174.13.6330     | 05/17/2018 | 05/15/2018 | W #47  | 4085    |      | D   | APWAR     | 0261391  | 213647    | 2422.50  |
| Detail Total       |            |            |        |         |      |     |           |          | 44,635.74 |          |



# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

Mr. Joseph Laydon  
Town Planner  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Invoice No: **0254232**  
December 13, 2017  
VHB Project No: 13410.00

**Invoice Total \$2,190.71**

Town of Grafton  
Adams Road & Institute Road Roadways and Drainage Improvement  
Grafton, MA 01519  
Professional Services from November 5, 2017 to December 2, 2017  
Fee

|                  |           |                      |           |
|------------------|-----------|----------------------|-----------|
| Total Fee        | 93,620.00 |                      |           |
| Percent Complete | 95.94     | Total Earned         | 89,819.03 |
|                  |           | Previous Fee Billing | 87,628.32 |
|                  |           | Current Fee Billing  | 2,190.71  |
|                  |           | Total Fee            | 2,190.71  |

Total this Invoice **\$2,190.71**

## Billings to Date

|        | Current  | Prior     | Total     |
|--------|----------|-----------|-----------|
| Fee    | 2,190.71 | 87,628.32 | 89,819.03 |
| Totals | 2,190.71 | 87,628.32 | 89,819.03 |

2,190.71  
Ok to Pay  
BS 12/28/17

CH 90 Acct

**PAID**

12-20-17

D

**RECEIVED**

DEC 18 2017

**PLANNING BOARD  
GRAFTON, MA**

RECEIVED

SEP 28 2017

# Invoice



Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

## PLANNING BOARD GRAFTON, MA

Mr. Joseph Laydon  
Town Planner  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Invoice No: **0249144**  
September 22, 2017  
VHB Project No: 13410.00

Invoice Total **\$421.29**

Town of Grafton  
Adams Road & Institute Road Roadways and Drainage Improvement  
Grafton, MA 01519  
Professional Services from August 13, 2017 to September 9, 2017

### Fee

|                  |           |                      |           |
|------------------|-----------|----------------------|-----------|
| Total Fee        | 93,620.00 |                      |           |
| Percent Complete | 93.60     | Total Earned         | 87,628.32 |
|                  |           | Previous Fee Billing | 87,207.03 |
|                  |           | Current Fee Billing  | 421.29    |
|                  |           | Total Fee            | 421.29    |

Total this Invoice **\$421.29**

### Billings to Date

|        | Current | Prior     | Total     |
|--------|---------|-----------|-----------|
| Fee    | 421.29  | 87,207.03 | 87,628.32 |
| Totals | 421.29  | 87,207.03 | 87,628.32 |

421.29  
OK to Pay  
BS 10/5/17

CH 90 Acct

**PAID**  
10-5-17  
8

Payment Due Upon Receipt.

Original Copy





# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

Mr. Brian Szczurko  
Department of Public Works - Engineering  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Invoice No: **0247651**  
August 28, 2017  
VHB Project No: 13410.00

**Invoice Total \$842.58**

Town of Grafton  
Adams Road & Institute Road Roadways and Drainage Improvement  
Grafton, MA 01519

Professional Services from July 16, 2017 to August 12, 2017

## Fee

|                  |           |                      |           |
|------------------|-----------|----------------------|-----------|
| Total Fee        | 93,620.00 |                      |           |
| Percent Complete | 93.15     | Total Earned         | 87,207.03 |
|                  |           | Previous Fee Billing | 86,364.45 |
|                  |           | Current Fee Billing  | 842.58    |
|                  |           | Total Fee            | 842.58    |

Total this Invoice **\$842.58**

## Billings to Date

|        | Current | Prior     | Total     |
|--------|---------|-----------|-----------|
| Fee    | 842.58  | 86,364.45 | 87,207.03 |
| Totals | 842.58  | 86,364.45 | 87,207.03 |

## Outstanding Invoices

| Number  | Date      | Balance  |
|---------|-----------|----------|
| 0245255 | 7/25/2017 | 7,817.27 |
| Total   |           | 7,817.27 |

CH 90 Acct

**PAID**

9-7-17

Q

Payment Due Upon Receipt.

Original Copy



# Invoice

Please remit to:  
Vanasse Hangen Brustlin, Inc.  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

Mr. Brian Szczurko  
Department of Public Works - Engineering  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Invoice No: **0245255**  
July 25, 2017  
VHB Project No: 13410.00

**Invoice Total \$7,817.27**

Town of Grafton  
Adams Road & Institute Road Roadways and Drainage Improvement  
Grafton, MA 01519

Professional Services from June 18, 2017 to July 15, 2017

## Fee

|                  |           |                      |                 |
|------------------|-----------|----------------------|-----------------|
| Total Fee        | 93,620.00 |                      |                 |
| Percent Complete | 92.25     | Total Earned         | 86,364.45       |
|                  |           | Previous Fee Billing | 78,547.18       |
|                  |           | Current Fee Billing  | 7,817.27        |
|                  |           | <b>Total Fee</b>     | <b>7,817.27</b> |

Total this Invoice **\$7,817.27**

## Billings to Date

|        | Current  | Prior     | Total     |
|--------|----------|-----------|-----------|
| Fee    | 7,817.27 | 78,547.18 | 86,364.45 |
| Totals | 7,817.27 | 78,547.18 | 86,364.45 |

## Outstanding Invoices

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 0243842      | 6/28/2017 | 11,093.97        |
| <b>Total</b> |           | <b>11,093.97</b> |

CH 90 Acct

**PAID**  
8-31-17  
9



# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
617.924.1770 F 617.924.2286

Mr. Brian Szczurko  
Department of Public Works - Engineering  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

Invoice No: **0243842**  
June 28, 2017  
VHB Project No: 13410.00

**Invoice Total \$11,093.97**

Town of Grafton  
Adams Road & Institute Road Roadways and Drainage Improvement  
Grafton, MA 01519

Professional Services from May 21, 2017 to June 17, 2017

## Fee

|                  |           |                      |           |
|------------------|-----------|----------------------|-----------|
| Total Fee        | 93,620.00 |                      |           |
| Percent Complete | 83.90     | Total Earned         | 78,547.18 |
|                  |           | Previous Fee Billing | 67,453.21 |
|                  |           | Current Fee Billing  | 11,093.97 |
|                  |           | Total Fee            |           |

Total this Invoice 11,093.97  
**\$11,093.97**

## Billings to Date

|        | Current   | Prior     | Total     |
|--------|-----------|-----------|-----------|
| Fee    | 11,093.97 | 67,453.21 | 78,547.18 |
| Totals | 11,093.97 | 67,453.21 | 78,547.18 |

## Outstanding Invoices

| Number  | Date     | Balance   |
|---------|----------|-----------|
| 0242334 | 6/5/2017 | 11,281.21 |
| Total   |          | 11,281.21 |

CH 90 Acct

**PAID**

7-25-17





## STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST

Updated 12/2017

City/Town: Grafton Project Name: Equipment Loader

Contract # 50813

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project request was approved on 9/13/2017 For \$ 146,490.00

at 100% Reimbursement Rate = \$ 146,490.00

- 1) Attached are forms which document payment of approved expenditures totaling \$ 146,490.00 for which we are requesting \$ 146,490.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$ 146,490.00 Including this payment.
- 3) Is this request for a FINAL payment on this project? ☒ Yes ☐ No  
If yes: Include a "Final Report"
- 4) Remarks:

Equipment was purchased on 11/30/2017

### CERTIFICATION

- A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Brian Seasholtz  
(Signed)

Engineer  
(Municipal Highway Official Title)

6/14/18  
(Date)

- B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

### REVIEWED AND APPROVED FOR TRANSMITTAL

by Anita Patel Signed: \_\_\_\_\_  
Anita Patel \_\_\_\_\_  
Town Accountant \_\_\_\_\_  
(Accounting Officer's Title)

DATE 6-14-18

(Duly Authorized)

# Town of Grafton

## Vendor History

From 07/01/2017 to 06/30/2018

Run Date: 05/31/2018

| Account Number                               | Effective  | Post       | Warr # | Voucher | PO # | D/C | Tran/Type | Invoice    | Check  | Amount     |
|--|------------|------------|--------|---------|------|-----|-----------|------------|--------|------------|
| Vendor# - Name 3725 - SOUTHWORTH-MILTON INC. |            |            |        |         |      |     |           |            |        |            |
| 1.420.2.5480                                 | 08/21/2017 | 08/21/2017 |        |         | 9545 | C   | POENC     |            |        | 4592.00    |
| 1.420.2.5480                                 | 09/14/2017 | 09/12/2017 | W #12  | 99948   | 9545 | D   | APWAR     | INV1053696 | 206316 | 4592.00    |
| 1.420.2.5480                                 | 09/14/2017 | 09/12/2017 | W #12  | 99948   |      | D   | APWAR     | INV1057322 | 206316 | 1080.88    |
| 1.420.2.5480                                 | 09/14/2017 | 09/12/2017 | W #12  | 99948   |      | D   | APWAR     | INV1057343 | 206316 | 597.46     |
| 1.420.2.5480                                 | 09/14/2017 | 09/12/2017 | W #12  | 99948   | 9545 | D   | POFUL     | INV1053696 | 206316 | 4592.00    |
| 1.420.2.5480                                 | 10/30/2017 | 10/30/2017 |        |         | 9548 | C   | POENC     |            |        | 146490.00  |
| 1.800.6420.6197                              | 10/30/2017 | 10/30/2017 |        |         | 9549 | C   | POENC     |            |        | 12900.00   |
| 1.420.2.5480                                 | 11/02/2017 | 10/31/2017 | W #19  | 101010  |      | D   | APWAR     | INV1101738 | 208042 | 211.35     |
| 1.420.2.5480                                 | 11/02/2017 | 10/31/2017 | W #19  | 101010  |      | D   | APWAR     | INV1101751 | 208042 | 135.19     |
| 1.420.2.5480                                 | 11/02/2017 | 11/28/2017 | W #23  | 101583  | 9548 | D   | APWAR     | INV1126557 | 208886 | 146490.00  |
| 1.420.2.5480                                 | 11/02/2017 | 11/28/2017 | W #23  | 101583  | 9548 | D   | POPAR     | INV1126557 | 208886 | 146490.00  |
| 1.800.6420.6197                              | 11/30/2017 | 11/28/2017 | W #23  | 101583  | 9549 | D   | POPAR     | INV1126552 | 208886 | 12900.00   |
| 1.800.6420.6197                              | 11/30/2017 | 11/28/2017 | W #23  | 101583  | 9549 | D   | APWAR     | INV1126552 | 208886 | 12900.00   |
| 1.423.2.5480                                 | 02/01/2018 | 01/29/2018 | W #32  | 102844  |      | D   | APWAR     | INV118400  | 210618 | 1286.40    |
| 1.423.2.5480                                 | 02/22/2018 | 02/21/2018 | W #35  | 572     |      | D   | APWAR     | INV1202082 | 211258 | 746.45     |
| 1.420.2.5480                                 | 03/29/2018 | 03/27/2018 | W #40  | 1970    |      | D   | APWAR     | INV1231017 | 212140 | 82.98      |
| 1.423.2.5480                                 | 04/12/2018 | 04/11/2018 | W #42  | 2578    |      | D   | APWAR     | INV1245278 | 212569 | 246.76     |
| Detail Total                                 |            |            |        |         |      |     |           |            |        | 168,369.47 |

**Milton****SALES INVOICE**

INVOICE NUMBER INV1126557

INVOICE DATE 11/10/2017

PO NUMBER 9548

**BILL TO**Town of Grafton DPW  
30 Providence Rd  
Grafton, MA 01519  
USA**SHIP TO**Town of Grafton DPW  
30 Providence Rd  
Grafton, MA 01519  
USA

| SALES ORDER    | DOC DATE      | INVOICE ACCOUNT | ORDER ACCOUNT | PAGE   |
|----------------|---------------|-----------------|---------------|--------|
| SO02727152     | 11/10/2017    | 2761900         | 2761900       | 1 of 1 |
| SALES REP      | STORE         | DIVISION        |               |        |
| Benedetti, Tom | North Reading | General Line    |               |        |
| QTY            | DESCRIPTION   | PRICE           |               |        |
| 1              | 930M 930M     | \$146,490.00    |               |        |

MAKE: CATERPILLAR  
EQ ID: EQ086157MODEL: 930M  
SERIAL NO: KTG03449

PIN/VIN: CAT0930MCKTG03449

1 3452424 924K/930K/938K 3.1 CYD GP BUCKET FUSION

MAKE: CATERPILLAR  
EQ ID: EQ089861MODEL: ATTACHMENT-  
SERIAL NO: 170701969

PIN/VIN:

1 4302977 926M/930M FUSION QUICK COUPLER

MAKE: CATERPILLAR  
EQ ID: EQ089862MODEL: ATTACHMENT-  
SERIAL NO: T70700635

PIN/VIN:

**PAID**

11-16-17

Subtotal Before Tax

\$146,490.00

Milton CAT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Title to and right of possession of items herein shall remain vested in the seller until any indebtedness and all sums due or to become due from the purchaser, whether evidenced by note, open account, judgement or otherwise shall have been fully paid.

It is understood that no warranties of any kind, whether expressed or implied including any warranty of merchantability or fitness for a particular purpose, have been made or authorized by Southworth-Milton, Inc., with respect to any machinery, equipment or other products described herein except as set forth on the related lease, contract or warranty certificate if any.

Pay This  
Amount

\$146,490.00

Credit  
Amount

Payment Terms: Charge - Net10 Prox

# PURCHASE ORDER

**508-839-5335**

**PURCHASE ORDER NUMBER** 009548

SHIP VIA

[illegible]

Department Highway  
Fund No. 13  
Department No. 200 420  
Schedule No. 777  
Account No. 5400  
Cost Center I \_\_\_\_\_  
Cost Center II \_\_\_\_\_

Department Head

Date \_\_\_\_\_

**STATE AID REIMBURSABLE PROGRAMS - FINAL REPORT**

updated 12/2017

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

City/Town Grafton Project Name Equipment Loader CONTRACT# 50813  
 Location(s) N/A  
 Length                      Feet Width                      Feet  
 Work was Started     /    /     and Completed     /    /      
 Work was Suspended     /    /     and Resumed     /    /      
 Done by: Force Account                      Advertised Contract ☒ Other                     

**\* REMARKS:**

|                      |                                   |                     |
|----------------------|-----------------------------------|---------------------|
| <b>EXPENDITURES:</b> | State Funds @ 100%                | \$146,490.00        |
|                      | Municipal Funds                   | \$0.00              |
|                      | Other Funds                       | \$0.00              |
|                      | <b>TOTAL PROJECT EXPENDITURES</b> | <b>\$146,490.00</b> |

**SCOPE OF WORK:**

Purchase of a CAT Loader from the State Contract

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

**PREPARED & REVIEWED BY***Brian Szczurko*

Brian Szczurko

Engineer

Highway Officer's Title

6/14/18  
Date*Amrita Patel*

Accounting Officer's Title

6-14-18  
Date

Town Accountant

**Signed:**

Duly Authorized Municipal Officials

Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.
- If project uses multiple funding sources, please submit for individual project reimbursements.
- List sources, names, amounts and date contract expires.





## STATE AID REIMBURSABLE PROGRAMS – REIMBURSEMENT REQUEST

Updated 12/2017

City/Town: Grafton Project Name: Engineering\_Upton, Grafton Common

Contract # 50813

Program Type: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project request was approved on 7/03/2017 For \$ 325,000.00

at 100% Reimbursement Rate = \$ 325,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$181,648.70 for which we are requesting \$181,648.70 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$181,648.70 Including this payment.
- 3) Is this request for a FINAL payment on this project? ☐ Yes ☒ No  
If yes: Include a "Final Report"
- 4) Remarks:

### CERTIFICATION

- A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Bin S. Ma Engineer 6/14/2018  
(Signed) (Municipal Highway Official Title) (Date)

- B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

### REVIEWED AND APPROVED FOR TRANSMITTAL

by Anita Patel Signed: \_\_\_\_\_  
Anita Patel \_\_\_\_\_  
Town Accountant \_\_\_\_\_  
(Accounting Officer's Title)

DATE 6-14-18

(Duly Authorized)

# Town of Grafton

## Vendor History

From 07/01/2017 to 06/30/2018

Run Date: 05/31/2018

| Account Number        | Effective  | Post       | Warr #  | Voucher | PO # | D/C | TransType | Invoice | Check  | Amount  |
|-----------------------|------------|------------|---------|---------|------|-----|-----------|---------|--------|---------|
| 29.175.738.5200       | 10/19/2017 | 10/17/2017 | W #17   | 100605  |      | D   | APWAR     | 33472   | 207294 | 1366.00 |
| 29.175.417.5200       | 10/19/2017 | 10/17/2017 | W #17   | 100605  |      | D   | APWAR     | 33473   | 207294 | 625.35  |
| 29.175.420.5200       | 10/19/2017 | 10/17/2017 | W #17   | 100605  |      | D   | APWAR     | 33480   | 207294 | 804.00  |
| 1.171.2.5300          | 11/09/2017 | 11/07/2017 | W #20   | 101132  |      | D   | APWAR     | 33626   | 208199 | 121.00  |
| 29.171.914.5200       | 11/09/2017 | 11/07/2017 | W #20   | 101132  |      | D   | APWAR     | 33627   | 208199 | 868.75  |
| 29.176.304.5200       | 11/09/2017 | 11/07/2017 | W #20   | 101131  |      | D   | APWAR     | 33615   | 208198 | 2714.25 |
| 29.176.736.5200       | 11/09/2017 | 11/07/2017 | W #20   | 101131  |      | D   | APWAR     | 33628   | 208198 | 302.50  |
| 29.176.740.5200       | 11/09/2017 | 11/07/2017 | W #20   | 101131  |      | D   | APWAR     | 33643   | 208198 | 3432.35 |
| 1.410.2.5300          | 11/16/2017 | 11/15/2017 | W #21   | 101278  |      | D   | APWAR     | 33625   | 208449 | 674.40  |
| 1.410.2.5300          | 11/16/2017 | 11/15/2017 | W #21   | 101278  |      | D   | APWAR     | 33649   | 208450 | 7382.10 |
| 13.420.997.5400       | 12/07/2017 | 12/06/2017 | W #24   | 101684  |      | D   | APWAR     | 33705   | 208989 | 1148.70 |
| 29.175.304.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 33616   | 208986 | 1500.80 |
| 29.175.304.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101683  |      | D   | APWAR     | 33694   | 208988 | 911.90  |
| 29.175.304.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 33617   | 208986 | 127.60  |
| 30.425.628.5800       | 12/07/2017 | 12/06/2017 | W #24   | 101682  |      | D   | APWAR     | 33699   | 208987 | 245.50  |
| 29.175.733.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 33632   | 208986 | 808.25  |
| 29.175.738.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 3363    | 208986 | 121.00  |
| 29.175.420.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 33640   | 208986 | 60.50   |
| 29.175.421.5200       | 12/07/2017 | 12/06/2017 | W #24   | 101671  |      | D   | APWAR     | 33639   | 208986 | 920.70  |
| 29.175.304.5200       | 12/21/2017 | 12/20/2017 | W #26   | 101992  |      | D   | APWAR     | 33695   | 209460 | 240.50  |
| 29.175.304.5200       | 12/21/2017 | 12/20/2017 | W #26   | 101992  |      | D   | APWAR     | 33696   | 209460 | 121.00  |
| 84.122.994.5700.2.174 | 12/21/2017 | 12/20/2017 | W #26   | 101990  |      | D   | APWAR     | 33716   | 209459 | 750.00  |
| 29.175.422.5200       | 12/21/2017 | 12/20/2017 | W #26   | 101992  |      | D   | APWAR     | 33711   | 209460 | 1252.25 |
| 1.410.2.5300          | 01/18/2018 | 01/18/2018 | W # 30A | 102472  |      | D   | APWAR     | 33491   | 210144 | 2392.45 |
| 1.410.2.5300          | 01/18/2018 | 01/18/2018 | W # 30A | 102472  |      | D   | APWAR     | 33734   | 210144 | 335.00  |
| 29.176.304.5200       | 01/18/2018 | 01/18/2018 | W # 30A | 102473  |      | D   | APWAR     | 33725   | 210145 | 1163.80 |
| 84.122.994.5700.2.174 | 01/18/2018 | 01/18/2018 | W # 30A | 102467  |      | D   | APWAR     | 33748   | 210143 | 1950.00 |
| 29.176.736.5200       | 01/18/2018 | 01/18/2018 | W # 30A | 102473  |      | D   | APWAR     | 33729   | 210145 | 399.30  |
| 29.176.740.5200       | 01/18/2018 | 01/18/2018 | W # 30A | 102473  |      | D   | APWAR     | 33743   | 210145 | 640.75  |
| 29.175.421.5200       | 01/18/2018 | 01/18/2018 | W # 30A | 102476  |      | D   | APWAR     | 33710   | 210146 | 426.50  |
| 29.175.304.5200       | 02/01/2018 | 01/29/2018 | W #32   | 102785  |      | D   | APWAR     | 33726   | 210559 | 709.50  |
| 29.175.174.5200       | 02/01/2018 | 01/29/2018 | W #32   | 102785  |      | D   | APWAR     | 33736   | 210559 | 1554.85 |

# Graves Engineering, Inc.

100 Grove Street

Worcester, MA 016052627

Tel: (508) 856-0321 Fax: (508) 856-0357

info@gravesengineering.com

www.gravesengineering.com

Brian Szczurko  
Town of Grafton  
30 Providence Road  
Grafton, MA 01519

## Invoice

Invoice Date: Nov 20, 2017

Invoice Num: 33705

Billing From: Jan 01, 2017

Billing To: Nov 18, 2017

GRAFTON - Grafton Common Imp. - Construction Admin. (17508GCI-CA:) - Managed by (JMW)

### Professional Services

| Date       | Employee | Description   | Hours | Rate     | Amount   |
|------------|----------|---|-------|----------|----------|
| 10/24/2017 | DRB      | CONSTRUCTION ADMINISTRATION<br>Review of Payment App  | 0.75  | \$98.00  | \$73.50  |
| 10/24/2017 | JMW      | CONSTRUCTION ADMINISTRATION<br>Process Payment Application No. 3.   | 0.25  | \$134.00 | \$33.50  |
| 10/25/2017 | JMW      | CONSTRUCTION ADMINISTRATION<br>Review CO #2 and e-mail to contractor.   | 0.25  | \$134.00 | \$33.50  |
| 10/26/2017 | JMW      | CONSTRUCTION ADMINISTRATION<br>Telephone calls to contractor and client, prepare cover page and process Change Order.   | 1.25  | \$134.00 | \$167.50 |
| 11/1/2017  | JMW      | CONSTRUCTION ADMINISTRATION<br>Call from contractor - RFI and response re: pavement markings; multiple calls to contractor and Town staff to coordinate pavement markings installation. | 1.25  | \$134.00 | \$167.50 |
| 11/2/2017  | DRB      | FIELD RESIDENT<br>Travel, site visit, comparing construction to plans, taking pictures  | 2.00  | \$98.00  | \$196.00 |
| 11/2/2017  | DRB      | CONSTRUCTION ADMINISTRATION<br>writing report, photo management, discussion with Jeff   | 2.00  | \$98.00  | \$196.00 |
| 11/2/2017  | JMW      | CONSTRUCTION ADMINISTRATION<br>Brief DB, review DB's site visit report and construction discussion, telephone discussion w/ client.   | 1.00  | \$134.00 | \$134.00 |
| 11/3/2017  | JMW      | CONSTRUCTION ADMINISTRATION<br>E-mail update to client.   | 0.50  | \$134.00 | \$67.00  |
| 11/16/2017 | JMW      | CONSTRUCTION ADMINISTRATION<br>Check plans and telephone discussion w/ client re: traffic signs.  | 0.50  | \$134.00 | \$67.00  |

Total Service Amount: \$1,135.50

### Reimbursable Expenses:

| Date      | Employee | Description | Amount  |
|-----------|----------|-------------|---------|
| 11/2/2017 | DRB      | Mileage     | \$13.20 |

PAID

11-27-17

9

Total Expenses: \$13.20

Amount Due This Invoice: \$1,148.70

The invoice is due upon receipt

OK to pay  
BS 11/27/17

CH 90 Acct

# Town of Grafton

## Vendor History

From 07/01/2017 to 06/30/2018

Run Date: 05/31/2018

| Account Number   | Effective  | Post       | Vendor# - Name               | Warr # | Voucher | PO # | D/C | Tran/Type | Invoice | Check  | Amount     |
|------------------|------------|------------|------------------------------|--------|---------|------|-----|-----------|---------|--------|------------|
| -13,420,997.5400 | 10/12/2017 | 10/10/2017 | 9701 - R. BATES & SONS, INC. | W #16  | 100529  |      | D   | APWAR     | 1       | 207172 | 61750.00   |
| -13,420,997.5200 | 10/19/2017 | 10/17/2017 |                              | W #17  | 100643  |      | D   | APWAR     | 2       | 207376 | 118750.00  |
| Detail Total     |            |            |                              |        |         |      |     |           |         |        | 180,500.00 |

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G703 PAGE 1 OF 1 PAGES

10 Town of Grafton  
30 Providence St  
Grafton, MA 01519

APPLICATION NO. 1

CONTRACTOR R. Bates & Sons, Inc.

146 Pratt St  
Suite 103  
Sterling MA 01564

PERIOD FROM Aug 2, 2017  
TO Sep 1, 2017

TITLE: Grafton Common Improvements

ENGINEER Graves Engineering  
100 Grove St  
Worcester, MA 01608

PROJECT NO:  
CONTRACT NO:  
CONTRACT DATE Aug 2, 2017

## CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                              |               |  |              | DETAILS      |
|---|---------------|--|--------------|--------------|
| Change Order approved in previous months by Owner |               |  | ADDITIONS    |              |
| TOTAL   |               |  |              |              |
| Approved this Month                               |               |  |              |              |
| Number  | Date Approved |  |              |              |
| 1   | 8/2/2017      |  | \$ 26,000.00 | \$           |
| TOTAL \$  |               |  | \$ 26,000.00 | \$           |
| Net change by Change Order                        |               |  |              | \$ 26,000.00 |

The undersigned Contractor certifies that the work shown on this Application for Payment is the work actually performed by the Contractor during the period of time covered by this Application for Payment, and that the work shown on this Application for Payment is the work actually performed by the Contractor during the period of time covered by this Application for Payment, and that the work shown on this Application for Payment is the work actually performed by the Contractor during the period of time covered by this Application for Payment.

Application is made by Contractor as shown below in accordance with the Contract Conditions Sheet, AIA Document G703-1, dated 1-1-17.

|  |    |            |
|--|----|------------|
| ORIGINAL CONTRACT SUM                  | \$ | 249,000.00 |
| Net change by Change Orders            | \$ | 26,000.00  |
| CONTRACT SUM TO DATE                   | \$ | 275,000.00 |
| TOTAL COMPLETED & STORED TO DATE       | \$ | 65,000.00  |
| RETAINAGE 5.00%                        | \$ | 3,250.00   |
| TOTAL EARNED LESS RETAINAGE            | \$ | 61,750.00  |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT | \$ |            |
| CURRENT PAYMENT DUE                    | \$ | 61,750.00  |

CONTRACTOR R. BATES & SONS, INC.

By: *Mark Bates* Date: 9-22-17

## ENGINEER'S CERTIFICATE FOR PAYMENT

I, the undersigned Engineer, certify that the work shown on this Application for Payment is the work actually performed by the Contractor during the period of time covered by this Application for Payment, and that the work shown on this Application for Payment is the work actually performed by the Contractor during the period of time covered by this Application for Payment.

AMOUNT CERTIFIED \$ 61,750.00

By: *Mark Bates* Date: 9/25/17

PROJECT MANAGER: Graves Engineering

## OWNER'S APPROVAL FOR PAYMENT

OWNER: Town of Grafton, MA

By: *Brian Sykes* Date: 10/5/17

# APPLICATION AND CERTIFICATE FOR PAYMENT

To: Town of Grafton  
30 Providence St  
Grafton, MA 01520

Application No. 7  
Contract No. 134-01516  
To: City of Grafton

DATE DOCUMENT SENT

Contractor: R. Bates & Sons, Inc.  
1400 E. 10th St.  
Grafton, MA 01520

TITLE: Grafton Common Improvements

ENGINEER: GROSS ENGINEERING  
100 Grove St  
Worcester, MA 01605

## CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER NUMBER                    | AMOUNT     | BLUICK # |
|--|------------|----------|
| Original Contract Sum                  | 245,000.00 |          |
| Contract Sum to Date                   | 245,000.00 |          |
| TOTAL COMPLETED & STORED TO DATE       | 190,000.00 |          |
| RETAINAGE 5.00%                        | 9,500.00   |          |
| TOTAL EARNED LESS RETAINAGE            | 180,500.00 |          |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT | 61,750.00  |          |
| CURRENT PAYMENT DUE                    | 118,750.00 |          |

CONTRACTOR: R. BATES & SONS, INC.

By: *Mark R. Bates*

Date: 10-6-17

## ENGINEER'S CERTIFICATE FOR PAYMENT

By: *Ally M. Bates* Date: 10/10/17

PROJECT MANAGER: GROSS ENGINEERING

10/10/17

PAID 10-11-17

## OWNER'S APPROVAL FOR PAYMENT

OWNER: Town of Grafton, MA

By: *Brian S. Bates* Date: 10/10/17

**SEASONAL WINE BEVERAGES LICENSE – AGRONOMY FARM  
VINEYARD - GRAFTON FARMERS MARKET, GRAFTON COMMON  
(JUNE-OCTOBER 2018)**

Agronomy Farm Vineyard has received a license to sell wine at the Farmer's Market from the Selectmen for the last few years. There have been no issues with him in the past. This license is approved and granted only by the local licensing authority (Selectmen). We then notify the ABCC that the license has been granted and approved. Agronomy Farm Vineyard LLC has a standing Farmer's Winery License with the ABCC.

**MOTION:**

I move the Board vote to sign and approve the Seasonal Wine Beverages Licenses for Agronomy Farm Vineyard for the Grafton Farmer's Market, for the 2018 season.

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)

YEAR 20

10

1. Licensee Information:

ABCC License Number: **FW-000125**  
(If Existing Licensee)  
Name of Applicant: **AGRONOMY FARM VINEYARD**  
Mailing Address: **338 WARE CORNER RD**  
Business Name (d/b/a if different):  
Manager of Record: **MARISSA O'CONNOR**  
City/Town: **OAKHAM** State: **MA** Zip: **01068**  
Phone Number of Premises: **978-618-2668**  
Other Phone: Email: **agronomyfarmvineyard@gmail.com** Website: **www.agronomyfarmvineyard.com**

Contact Person concerning this application (attorney if applicable):

Name: City/Town: State: Zip:  
Address: Email:  
Contact Number: Fax Number:

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: **Wednesdays starting June 20<sup>th</sup> - 10/10 2pm-6pm**

B. Contact person for applicant during event:

Name: **MARISSA O'CONNOR**  
Phone number of contact: **978-618-2668**

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine: **GRAFTON COMMON**  
City/Town: **GRAFTON** State: **MA** Zip: **01519** Phone Number of Premises: **N/A**

Describe Area to be Licensed:

**GRAFTON COMMON**



**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)**

**3. Existing License(s) to Manufacture, Export and Sell at Retail:**

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

| Name                           | License Type | License Address     |
|--------------------------------|--------------|---------------------|
| <del>Enter</del> FW LIC 000125 | ABCC         | 338 WARE CORNER RD. |
| Federal                        | TTB          | ..                  |
| LLA                            | local OAKHAM | ..                  |

**4. Are you providing, without charge, samples of wine to prospective customers?**

Yes ☒ No ☐

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

**A. If yes, please provide names and addresses of all agents, representatives and solicitors:**

| Name             | Address             | ABCC License Number |
|------------------|---------------------|---------------------|
| MARISSA O'CONNOR | 338 WARE CORNER Rd. | FW-LIC-000125       |
|                  |                     |                     |
|                  |                     |                     |
|                  |                     |                     |
|                  |                     |                     |

**B. Proof of Age for Sale to Consumers:**

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers:

check all IDs

**5. Transportation and Delivery:**

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

MARISSA O'CONNOR owner

\*If additional space is needed, please use last page.

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A  
FARMER'S MARKET  
(CH.138, §15F)**

**6. Safety and Tax Registration:**

Has the Farmer's Market registered with the Food and Drug Administration? Yes ☐ No ☒

Registration Date:

N/A  
~~not state~~

**7. Disclosure of License Disciplinary Action:**

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled?

Yes ☐ No ☒

If yes, list said interest below:

| Date | License | Reason why license was Suspended, Revoked or Cancelled |
|------|---------|--|
|      |         |  |
|      |         |  |
|      |         |  |

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LIA may require additional information.

Signature

Marissa O'Connell

Title

owner

Date

6/6/18

### Additional Space

Please note which question you are using this space for.

# The Commonwealth of Massachusetts

## Department of the State Treasurer

License Number: FW-LIC-000125

Record Number: 2017-000086-FW-REN

Capacity: 5K Gallons or Less



### Alcoholic Beverages Control Commission

Hereby Grants a Farmer-Winery License

Agronomy Farm Vineyard LLC DBA Agronomy Farm Vineyard  
338 WARE CORNER ROAD OAKHAM, MA 01068

This license authorizes the above-named holder: (1) to produce, rectify, blend, or fortify from fruits, flowers, herbs or vegetables wine containing not more than 24 percent of alcohol by volume at 60 degrees Fahrenheit; and, (2) to sell wine or winery products: (a) at wholesale to any person holding a valid wholesaler's and importer's license under section 18; (b) at retail or wholesale to a person in a state or territory in which the importation and sale of wine is not prohibited by law; and, (c) at wholesale to a person in any foreign country.

This license is subject to the following conditions:

1. The licensed premises and all books, records and other documents relating to the business authorized to be conducted under this license shall be subject to inspection at any time by any member of the Commission or any duly authorized agent thereof.
2. Alcoholic beverages shall not be kept or exposed for sale on premises other than those described in this license.
3. Alcoholic beverages shall not be sold delivered or furnished to any person

- under twenty-one years of age; or delivered by any person under eighteen years of age.
4. Sales and deliveries hereunder are authorized between the hours of 8:00 o'clock AM and 11:00 o'clock PM only.
5. The above-named holder must obtain a license issued under M.G.L. c. 138 §19F to sell at retail by the bottle to consumers, for consumption off the winery premises.

This license is issued conditionally and subject to the fact that there exists no breach of any condition of any previous license or violation of any law of the Commonwealth under any previous license and this license shall be subject to revocation, cancellation, modification or suspension for any such breach of condition or violation of law.

2018

This License will expire  
12/31/2018 unless otherwise  
suspended or revoked during this period

IN WITNESS WHEREOF, the undersigned have hereunto affixed their official signatures this June 28, 2016.

*Jean M. Lortio*

Jean Lortio, Chairman

*Elizabeth A. Lashway*

Elizabeth Lashway, Commissioner

*Kathleen McNally*

Kathleen McNally, Commissioner

This License Shall Be Displayed on the Premises in a Conspicuous Place Where It Can Be Easily Read.

Fee \$ 22.00

NUMBER  
2018-4

THE COMMONWEALTH OF MASSACHUSETTS

FEE  
205.00

TOWN of OAKHAM

Agronomy Farm Vineyard LLC

This is to Certify that

NAME

338 Ware Corner Road, Oakham, MA

ADDRESS

IS HEREBY GRANTED A LICENSE

For

Farmer Winery (Wines Only)

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires on  
December 31, 2016 unless sooner suspended or revoked.

December 7, 2017

[Home](#)

[Alcohol Permits & Registrations](#)

[Tobacco Permits & Firearms Registration](#)

[Create a New Application](#) | [Search Your Applications](#)

**Record 2015-BWNP-01084-O:  
Bonded Winery, Producing and Blending Wine**

[Add to collection](#)

Record Status: **Approved**

▼ **Premise Location:**

338 Ware Corner RD  
Oakham MA 01068

▼ **Record/Application Details**

**Business Name:**

47-3999409 / Agronomy Farm Vineyard LLC

› **More Details (Click arrow to view details)**

[Create Amendment](#)

› **Cash Bond Payments**

▼ **Inspections**

**Upcoming**

*You have not added any inspections.  
Click the link above to schedule or request one.*

**Completed**

*There are no completed inspections on this record.*

› **Status (Click arrow to view details)**

› **Supporting Documents and Attachments (Click arrow to view details)**

› **Related Records/Applications (Click arrow to view details)**

› **Valuation Calculator**

› **Trust Account Information**

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 [www.mass.gov/agr](http://www.mass.gov/agr)



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

June 4, 2018

Marissa O'Connor  
Agronomy Farm Vineyard  
338 Ware Corner Rd.  
Oakham, MA 01068

Re: Grafton Farmers Market

Dear Ms. O'Connor:

Please be advised that your application for certification of the Grafton Farmers Market, on Wednesdays from June 20<sup>th</sup> 2018 to October 10<sup>th</sup> 2018 from 2:00 pm to 6:00 pm as an agricultural event pursuant to M.G.L. c. 138, Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux", written over a horizontal line.

John Lebeaux, Commissioner

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Application for Certification of an Agricultural Event for the Sale of Wine  
Pursuant to M.G.L. c. 138, Section 15F

\*To be completed by the licensed farm-winery and returned to:

By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114

By Email: [Rebecca.Davidson@State.ma.us](mailto:Rebecca.Davidson@State.ma.us) with the subject line "Agricultural Event Certification"

(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

- ☐ Signed and dated application with farm-winery license number
- ☐ List of vendors with brief descriptions of products for current year/season
- ☐ Event operational guidelines or rules for current year/season
- ☐ Resume of event manager or description of experience
- ☐ Plan depicting the premises and specific location where the license will be exercised. See Template 1.
- ☐ Approval letter from event management including the name of the licensed farm-winery and the day(s), month and year of event. See Template 2.

1. Applicant Information

|   |   |                |                                |
|---|---|----------------|--------------------------------|
| Name of Licensed Farm-Winery  | Agronomy Farm Vineyard  |                |                                |
| Farm-Winery License Number  | FW LIC 000125   | State of Issue | MA                             |
| Contact Person  | Marissa O'Connor  |                |                                |
| Address   | 338 Ware Corner Road  |                |                                |
| City  | Oakham  | State          | MA                             |
|   |   | Zip            | 01068                          |
| Phone Number  | 9786182668  | Email          | agronomyfarmvineyard@gmail.com |
| Correspondence preference   | <input type="checkbox"/> Regular Mail <input checked="" type="checkbox"/> Email |                |                                |
| <i>Note: Approval/denial letters will be sent regular mail.</i>                     |   |                |                                |
| Do you intend to sell, sample, or both? Check all that apply.                       |   |                |                                |
| <input checked="" type="checkbox"/> Sell <input checked="" type="checkbox"/> Sample |   |                |                                |

2. Event Information

|  |   |               |                              |
|--|---|---------------|------------------------------|
| Name of Agricultural Event   | Grafton Farmers Market  |               |                              |
| Type of Event  | <input type="checkbox"/> Agricultural Fair (as defined by MDAR policy) <input checked="" type="checkbox"/> Farmers Market (as defined by MDAR policy) <input type="checkbox"/> Other Agricultural Event |               |                              |
| If you selected "Other Agricultural Event", how does this event promote local agriculture? |   |               |                              |
| Event Address  | Grafton Common  |               |                              |
| City   | Grafton   | State         | MA                           |
|  |   | Zip           | 01519                        |
| Event Phone Number   | n/a   | Event Website | www.graftonfarmersmarket.com |



### 3. Event Description

What are the date(s) and time(s) of the event?

Start date 06 / 20 / 2018 End date 10 / 10 / 2018 Time 2pm-6pm  
Month Day Year Month Day Year

If this is a weekly event, on what day of the week does the event occur? Wednesdays

If the event is an agricultural fair, does the event include competitive agriculture?

☐ Yes

☐ No

☒ N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

☐ Yes

☒ No

If yes, identify:

### 4. Event Management

Name of Event Manager Paul Grady

Email Address farmersmarketgraston@gmail.com Phone Number n/a

Is this person the on-site manager?

☒ Yes

☐ No

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Dawn Geoffroy, Zachary Kerzee, Penny Johnson, and Paul Grady hereinafter called "Market Committee."

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

*Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.*

**5. General**

Attach or provide in the space below a plan depicting the premises and the specific location where the license will be exercised. See template for necessary elements to include.

\_\_\_\_\_  
Signature of Applicant

Marissa O'Connor

\_\_\_\_\_  
Name (please print)

FW LIC 000125

\_\_\_\_\_  
Farm-Winery License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Title (please print)

MA

\_\_\_\_\_  
State

**FOR DEPARTMENT USE ONLY**

**APPROVAL**

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15B.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6/4/18

**DENIAL**

The event listed above is not approved as an agricultural event by the Massachusetts Department of Agricultural Resources for the following reason(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

|                                  |
|----------------------------------|
| The Tea Purveyor                 |
| The Domesticated Wild Child      |
| ✓ Potter Hill Farm               |
| ✓ shady pine farm                |
| ✓ Sap Castle                     |
| Studio Eighty Seven              |
| The Whimsical Wolfe              |
| ✓ Aaronap Cellars                |
| ✓ Agronomy Farm Vineyard         |
| ✓ Foppema's Farm                 |
| Lavender and Life                |
| B-Organic                        |
| ✓ Its Only Chemistry             |
| Jamie C's Iced Teas              |
| Simple Bread                     |
| ✓ Spring Ridge Farm              |
| Giacomo's Granola                |
| Anna Banana's Homemade Chocolate |

6/  
18

**Fine Loose Teas**

**herbal wellness and topical care**

**Produce, eggs**

**beef pork lamb and poultry fresh eggs**

**Maple syrup**

**custom design services, artwork, greeting cards, other miscellaneous products**

**An assortment of Handmade items**

**wine**

**wine and maple syrup**

**our own fresh fruits and vegetables**

**Lip balm, hand cream, deodorant, lotion bars, perfume**

**100% Organic Cotton Produce Bags**

**Honey, products from the hive, cold process soap**

**Iced Tea**

**Fresh Baked Bread**

**Locally raised meats**

**Artisinal granola**

**Handmade chocolates**

## Grafton Farmers Market Policies 2018

### Purpose

The purpose of the Grafton Farmers Market, hereinafter "Market" is:

- To provide fresh, local food directly from farmers to consumers.
- To help the local farming industry to remain healthy.
- To educate the community about healthy and sustainable living.
- To provide a social experience that builds community.

### Market Logistics

• **Location and Time:** The Market will be held every Wednesday from June 20th to October 10th from 2pm to 6pm on the Grafton Common. There will be no market Wednesday July 4th.

• **Bad Weather Policy:** The Market will be open rain or shine, and all vendors are expected to stay for the entire market day if the Market is open. If the Market Manager determines that the weather is unsafe, or in the event of thunder or lightning, the Market will be closed or delayed. The Market Manager will communicate to vendors if the Market has been closed.

• **Vendor Fees:**

-The seasonal rate for a vendor space at the Market is \$200. If a seasonal vendor has perfect attendance, the vendor will receive a \$50 credit for the 2018 season. Half season fee is \$125 (every other week). For weekly and bi-weekly vendors, a \$100.00 deposit is required to reserve a space.

-There will be vendor space available to vendors on an occasional basis, and the charge for this space shall be \$20.00.

Checks should be made payable and mailed to the Grafton Recreation Department at 30 Providence Road, Grafton, MA 01519. Put *Farmers Market Fee* in the Memo field of your check.

• **Management:** The Market is managed by the Grafton Farmers Market Committee, under the Town of Grafton Recreation Department. The members of the Grafton Farmers Market Committee include: Dawn Geoffroy, Zachary Kerzee, Penny Johnson, and Paul Grady hereinafter called "Market Committee." The committee can be contacted by emailing [farmersmarketgrafton@gmail.com](mailto:farmersmarketgrafton@gmail.com).

On each Market day, there will be a paid Market Manager available at all times to address concerns about the Market.

• **Health and Food Codes:** All regulations and fees for vendors with prepared foods or potentially hazardous foods (PHF) will be managed by the Grafton Board of Health (BOH). It is expected that whoever is managing the vendor tent is aware of the food regulations. Your Food Permit must be displayed at your tent in view of all customers. If you have any questions regarding this process, please contact the Market Committee.

• **Meat and Refrigerated Products:** All meat and refrigerated products that a vendor seeks to bring to the market must be pre-approved by the Grafton Board of Health. Each vendor is required to ensure that their products meet all FDA and USDA requirements and that each product is kept at a temperature set by the Grafton Board of Health. The products and temperature will be subject to inspection throughout the Market.

- **Wine and Alcohol Sales:** All wine or alcohol sales must comply with all applicable federal, state, and local laws and regulations. The Vendor is responsible for ensuring that alcohol is not available for sampling or for sale to individuals who are not 21 years of age, and assumes responsibility for ensuring wine and other alcohol is only sold to individuals who are 21 years of age or older.

### **Products**

For purposes of the Market, the following definition shall apply:

**LOCAL:** Within Grafton, Massachusetts or the 100 mile radius surrounding Grafton, Massachusetts.

- **Fruits and Vegetables:** All fruits and vegetables must be planted, cultivated, and harvested by the farm or on the farm of the vendor.
- **Baked Goods:** Baked goods must be prepared and/or produced by the vendor. Local ingredients should be used whenever possible and available.
- **Processed Farm Products:** Products such as Cider, Maple products, or Honey must 1) be processed by the farm; OR 2) contain a substantial portion of the farm's raw product in final product is produced elsewhere.
- **Animal Products:** Meats must be from animals raised on your farm. Animal products, including cheese, milk must be from animals raised on your farm or locally sourced.
- **Artisan Items:** Products sold by artisans must be locally produced by the artisan and local ingredients shall be used whenever possible. Artisanal products may include crafts and food, but they should be produced in small batches or by hand. No imported or resale items are permitted to be sold as an artisan or farm product.

### **Vendor Policies**

- **Vendor Make-Up:** There will be a mix of seasonal and occasional vendors selling locally produced vegetables, fruits, plants, baked goods, meats, pet products, artisans, crafts, and non-profit groups. The Market Committee retains the right to decline the application of vendors in order to ensure that there is a competitive and balanced market for both the vendors and customers.
- **Special Vendors:** Non-profit community groups are encouraged to provide both educational and hands-on activities, in addition to fundraising activities for regular and special market days.
- **Local Artisans:** There will be vendor spaces available for local artisans that can be rented on a weekly basis. The Market Committee retains the right to deny the sale of goods that do not meet Market qualifications. Vendors must coordinate with the Market Committee for scheduling, and payment is expected on the scheduled day of attendance.
- **Space Assignment:** Seasonal vendor spaces will be determined by the Market Committee prior to the opening of the Market in June and will remain consistent each week. Adjustments may be made for special events or circumstances.
- **Absences:** Seasonal vendors are expected to come each week; however, if there is an expected or unexpected conflict, the vendor should contact the Market Committee before the start of the Market day.
- **Set-Up:** Vendors shall provide their own tents, tent weights, tables, and other equipment necessary to ensure a secure and safe selling environment. Each vendor

shall be responsible for set-up and clean up and should leave the area clean of any debris.

- **Opening and Closing:** All vendors should arrive at the market 30 minutes before opening of the Market in order to ensure that they are ready to sell 5 minutes before opening. No sales may take place before the opening of the Market. The opening and closing of the Market will be indicated by the ringing of a bell, and the hours shall be from 2pm – 6pm. If a vendor must leave prior to closing for any reason, the vendor must inform the Market Manager of this before breaking down. Selling out is not a valid reason for leaving early.

- **Signage:** All vendors should identify their business and the price of the product.

- **Parking, Driving, and Animals on the Common:** Vendors who have submitted the Town of Grafton Application for Animals and Vehicles on Town Recreation Areas may drive their vehicles on the Common and bring animals to the Market. Vehicles are only allowed on the common prior to the Market opening and after the Market has closed, in order to load and unload goods. If a vendor violates this policy or drives in an unsafe manner on the Common, the Market Manager retains the right to restrict a vendor from driving on the Common. Vehicles should be removed 10 minutes prior to the start of the Market. Vendors will be responsible for ensuring the safety of their animals as well as the public, and will be responsible for any clean-up associated with their animals.

- **Insurance:** Each vendor must carry their own General Liability Coverage policy and provide their policy information once accepted as a vendor. Any accident or injury at the Market must be reported immediately to the Market Manager.

- **Loss of Privileges:** The Market Manager reserves the right to terminate vendors from participation for failure to comply with the Market policies.

Country Store

Non Profits



Maria Sews A Lot



Couet



Giacomo's



Potter Hill



Rhapsody Hill



1st Leaves



Quite Fetching



Studio 87

Pop on the Block



Face Painting Simple Bread



GFM



Foppema's



Cake Shop



Agronomy



Spring Ridge



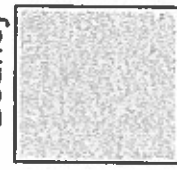
Organic Girls



La Maison a Gateaux



Bouncy House



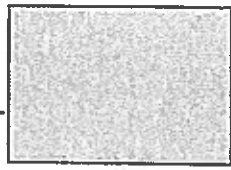
Grass Roots



Gazebo



Alpacas





## Welcome to the Grafton Farmers Market!



Grafton Farmers Market  
to LUC me

Apr 23

We are pleased to inform you that your application for the 2018 season has been accepted!

Please review the information below:

- The market will be held on Wednesdays 2-5 PM, June 20th, 2018 through October 10th, 2018 on the Grafton Common.
- The full season fee is \$200, the bi-weekly fee is \$125 and the per market fee is \$20 per day.
- Please complete our attendance and insurance coverage form to let us know which markets you will be attending and to verify your insurance by [clicking here](#).
- Vendors who will be attending either the entire season or bi-weekly should send full payment or a \$100 deposit by June 1, 2018. Checks should be made payable to Grafton Recreation Department and mailed to Grafton Farmers Market, c/o Grafton Recreation Department, 30 Providence Road, Grafton, MA 01519. The balance will be due on opening day. Weekly vendor fees are \$20 and will be collected onsite on market days.
- If you are working with prepared foods, you must apply with the Grafton Board of Health. The Board of Health fee is \$25 per season or \$5 per market. Board of Health applications can be completed and fees can be paid at the Grafton Board of Health at the Grafton Town Offices, 30 Providence Road, Grafton, MA.
- If you have not already done so, please review the complete Grafton Farmers Market policies by [clicking here](#).

Please feel free to contact us with any questions or concerns and welcome to the Grafton Farmers Market!

Sincerely,

The Grafton Farmers Market Committee



CFM Policies 2018

**COMMON VICTUALLER LICENSE** – Cake & Pop Bake Shop

(Owner Dawn Oxnard is expected to attend the meeting)

Dawn Oxnard will be opening up a bakery at Hunters Grill at the Grafton Inn. This is where Quite Fetching previously was, who then moved to One Grafton Common. Dawn did receive approval from the Zoning Board of Appeals last week.

**MOTION:**

I move that the Board vote approve the Common Victualler License for the Cake & Pop Bake Shop, Dawn Oxnard.



# COMMONWEALTH OF MASSACHUSETTS

## TOWN OF GRAFTON

### APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

Dawn Crystal Oxnard

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

Date(s) for one day events

Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |   |   |
|---|---|
| <input type="checkbox"/> Garage Class _____ (\$100)   | <input type="checkbox"/> Music (\$10)                         |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00)  | <input checked="" type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each   | <input type="checkbox"/> Innholders (\$25)                    |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each   | <input type="checkbox"/> One Day Beer & Wine (\$25)           |
| <input type="checkbox"/> Auctioneer (\$25)  | <input type="checkbox"/> One Day All Alcoholic (\$25)         |
| <input type="checkbox"/> One Day Auctioneer (\$10)  | <input type="checkbox"/> Second Hand Articles (\$40)          |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |   |

Business Name: Cake & Pop Bake Shop

License Holders Name/Title: Dawn Oxnard

Business Address: 25 Grafton Common, Grafton MA 01519

Residential Address: PO Box 318, Grafton MA 01519

Phone Number & Email Address: ~~508-865-5313~~ 508-865-5313 cakeandpop@gmail.com

PLEASE COMPLETE THE REVERSE SIDE  
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Cake & Pop Bake Shop

(Print) Name (of individual or Corporation as applicable)

25 Grafton Common

Street Address

Grafton

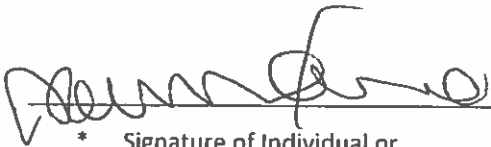
MA

01519

City/Town

State

Zip Code



\* Signature of Individual or  
Corporate Name (mandatory)

Re: Corporate Officer  
(mandatory, if applicable)

~~XXXXXXXXXX~~

Social Security No. (voluntary) or  
Federal Identification Number

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s, 49A.

Date:

5/17/18

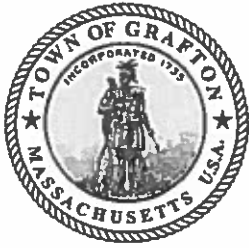
cji/TPM

### **COMMON VICTUALLER LICENSE – Reunion Tap & Table**

To be located at 198 Worcester Street. This license will not be released to the applicant until we receive approvals from the Board of Health and Building Department.

### **MOTION:**

I move that the Board approve the Common Victualler License for Tap & Table 198 LLC - Doing Business as Reunion Tap & Table.



## COMMONWEALTH OF MASSACHUSETTS

### TOWN OF GRAFTON

### APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

Tap & Table 198, LLC

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

\_\_\_\_\_  
Date(s) for one day events

\_\_\_\_\_  
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by ( X ), for which the fee is enclosed.

- |  |                                  |
|--|----------------------------------|
| ( ) Garage Class _____ (\$100)   | ( ) Music (\$10)                 |
| ( ) Hawkers/Peddler (\$25.00)  | (X) Common Victuallers (\$25)    |
| ( ) Pool Room, 1 table(s) at (\$25) each   | ( ) Innholders (\$25)            |
| ( ) Bowling, _____ alleys at (\$25) each   | ( ) One Day Beer & Wine (\$25)   |
| ( ) Auctioneer (\$25)  | ( ) One Day All Alcoholic (\$25) |
| ( ) One Day Auctioneer (\$10)  | ( ) Second Hand Articles (\$40)  |
| ( ) Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side |                                  |

Business Name: Tap & Table 198, LLC, dba Reunion Tap & Table

License Holders Name/Title: Sargon Hanna, Owner

Business Address: 198 Worcester Street, Grafton, MA 01536

Residential Address: 208 Brigham Hill Road, Grafton, MA 01536

Phone Number & Email Address: 508-864-4891      sargon@hannaholdings.com

cji/TPM

PLEASE COMPLETE THE REVERSE SIDE  
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Tap & Table 198, LLC dba Reunion Tap & Table

(Print) Name (of individual or Corporation as applicable)

198 Worcester Street

Street Address

North Grafton

MA

01536

City/Town

State

Zip Code

Tap & Table 198, LLC dba Reunion Tap & Table

\* Signature of Individual or  
Corporate Name (mandatory)

Sargon Hanna

Re: Corporate Officer  
(mandatory, if applicable)

82-4074104

Social Security No. (voluntary) or  
Federal Identification Number

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/9/2018

cji/TPM

## **ANIMAL CONTROL – INTERMUNICIPAL AGREEMENT**

This is an agreement for Animal Control services shared between the Town's of Grafton, Shrewsbury and Westboro.

As you are aware, Gene Ploss has been the Town's Dog Officer for over 20 years. He saved the town a lot of money over the years. However, it is time for the town to consider a more regional approach to this service.

There is a lot of liability associated with the laws regarding animal control and dog officers. We need to have a service that is reliable and that can meet the needs and the requirements of the law.

Westborough and Shrewsbury currently each employ a 40 hour per week Animal Control Officer. Westborough's Animal Control Officer will serve as the Grafton Officer, and will serve as backup for Shrewsbury. If Westborough's ACO is unavailable, Shrewsbury will serve as Grafton's ACO. There will be a procedure manual that is distributed to dispatch and admin of each town.

Based upon the billing breakout, Grafton will be charged 38% of the Animal Control Salary, 10% Administrative Fee, 38% of Animal Control related expenses each quarter and 38% of expenses incurred by Westborough for employee benefits. This comes to about \$20,000 per year.

We were only spending about \$8k per year with Gene, but again, there is a liability associated with that approach. This will allow for us to follow protocol, shelter dogs, kennel dogs, quarantine, etc. A lot of which we were not doing, or Gene was trying to do in his home. This agreement has been approved by Westborough's BOS and will be signed by Shrewsbury's BOS on the 26<sup>th</sup>.

### **MOTION:**

I move the Board vote to sign the Inter Municipal Agreement for Animal Control Services with the Town's of Shrewsbury and Westborough.



**INTERMUNICIPAL AGREEMENT**  
**ANIMAL CONTROL/ANIMAL INSPECTOR SERVICES**

This Intermunicipal Agreement (hereinafter "IMA") dated \_\_\_\_\_, 2018 by and between the Town of Westborough, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 34 W. Main Street, Westborough, MA 01581 (hereinafter "Westborough"), and the Town of Grafton, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 30 Providence Road, Grafton, MA 01519 (hereinafter "Grafton"), and the Town of Shrewsbury, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 100 Maple Avenue, Shrewsbury, MA 01545 (hereinafter "Shrewsbury") in accordance with G.L. c.40 §4A hereby enter into this IMA as follows:

WHEREAS, Shrewsbury, Grafton and Westborough are required under the laws of the Commonwealth to employ an Animal Control Officer and Animal Inspector; and

WHEREAS, Westborough and Shrewsbury currently each employ a 40 hour per week Animal Control Officer/Animal Inspector but are in need of back-up Animal Control Officer/Animal Inspector services every other weekend and on an as needed basis; and

WHEREAS, Grafton currently employs an Animal Inspector and is interested in contracting the Town of Westborough for Animal Control Officer services; and

WHEREAS, Shrewsbury, Grafton and Westborough are desirous of making the most efficient use of community resources while maintaining sound community services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual promises set forth below, the Parties agree as follows:

**ANIMAL CONTROL OFFICER/ANIMAL INSPECTOR:** The Westborough Animal Control Officer/Animal Inspector (hereinafter "ACO") will continue to serve in this capacity for the Town of Westborough and will serve as the Animal Control Officer for the Town of Grafton. The Westborough ACO will also provide services to Shrewsbury on alternating weekends and when the Shrewsbury ACO is on vacation or is otherwise unavailable (hereinafter referred to as "Back-up Services"). The Shrewsbury ACO will also provide Back-up Services to Westborough and Grafton on alternating weekends and when the Westborough ACO is on vacation or is otherwise unavailable.

Back-up Services shall only include emergency/extraordinary matters which require an immediate response prior to the return of the respective Town's ACO. Each Town's Police

Department (or other department if appropriate) will endeavor to resolve non-emergency and ordinary matters during these time periods without calling for Back-up Services.

**OPERATIONS:** The ordinary supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief and Town Manager of their respective towns. Operational supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief of the Town where said services are being rendered.

- a. The Westborough and Shrewsbury ACO will provide the other ACO at least seven (7) days' notice prior to taking a vacation that will last more than two (2) consecutive days.
- b. The Westborough and Shrewsbury ACO will notify the other ACO as soon as possible when he/she will be unavailable for up to two (2) days and or out unexpectedly.
- c. The Shrewsbury ACO will receive Westborough and Grafton calls from the Westborough Public Safety Dispatch center and will provide information related to calls to the Westborough Public Safety Dispatch center to be logged and submitted to the Westborough ACO.
- d. Back-up Services will be requested by the respective Town's Public Safety Dispatch Center. The responding ACO will then provide information regarding call response to the Public Safety Dispatch center in the Town in which the call occurred. For Back-up Services dispatched to Grafton, call response information shall be provided to the Westborough Public Safety Dispatch Center.
- e. The Shrewsbury and Westborough ACO shall make any and all operational reports to their supervisors and the Police Chief of the Town where said services were rendered.
- f. Grafton residents will be directed, through the Town of Grafton's website and other means, to contact the Westborough Public Safety Dispatch Center with all ACO related calls.
- g. Response to Grafton calls shall include, but not be limited to: necessary catching of dogs, housing of dogs, inspection of kennels, follow-up on incidents to the Town Administrator's Office, attendance at any dog hearings if required, and any other applicable action allowed under G.L. c.140, §§136A-174E, or otherwise requested by the Chief of Police.

**BUDGET:**

- a. Westborough shall bill Grafton on a quarterly basis including charges for the following:

38% of Animal Control Salary

10% Administrative Fee  
38% of Animal Control related expenses incurred each quarter  
38% of expenses incurred by Westborough for employee benefits

- b. Grafton shall pay all kenneling fees directly to the kennel vendor(s).

**EMPLOYMENT:** While engaged in performing services in the Town of Westborough or Grafton under this Agreement, the Shrewsbury ACO shall be deemed to be engaged in the service and employment of the Town of Shrewsbury, notwithstanding that such service activity or undertaking is being performed in or for Westborough or Grafton. While engaged in performing services in the Town of Shrewsbury or Grafton under this Agreement, the Westborough ACO shall be deemed to be engaged in the service and employment of the Town of Westborough, notwithstanding that such service activity or undertaking is being performed in or for Shrewsbury or Grafton.

Each party shall maintain appropriate workers compensation insurance and general liability insurance to cover the Animal Control Officer/Animal Inspector while the Animal Control Officer/Animal Inspector is performing his/her duties in the respective Town.

**TERM:** This Agreement shall take effect upon ratification by the respective Boards of Selectmen. This Agreement shall be effective from July 1, 2018 through June 30, 2019, and may be extended by mutual agreement of the parties for successive one (1) year terms commencing on July 1, 2019, but in no event may the term of this Agreement exceed twenty-five (25) years.

**DEFAULT:** Any Party may terminate this Agreement upon the provision at least thirty (30) days prior written notice to the other Parties. Such notice and termination shall be made following a vote of the Board of Selectmen of the terminating Party. Such notice shall state the effective date of termination. Upon such termination, each Party shall be solely responsible for the provision of ACO/Animal Inspector for the benefit of that Town. On such termination, Westborough and Shrewsbury shall be entitled to compensation for all services provided through the effective termination date.

#### **MISCELLANEOUS:**

1. If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
2. All amendments or changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Parties. Any such amendments or changes shall be in writing and signed by the officials with authority to bind the respective Towns.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.



**RESIGNATION - Ann Morgan Mill Villages Park**

I move the Board accept the resignation from Ann Morgan from the Mill Villages Park Committee and send her a letter of thanks.

June 4, 2018

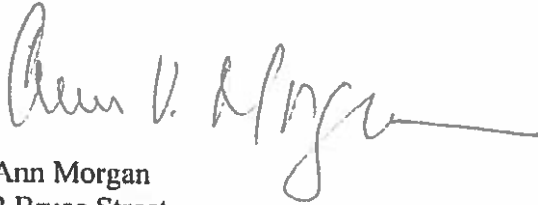
Board of Selectmen  
Grafton Memorial Municipal Center  
30 Providence Road  
Grafton, MA 01519

re: Mill Villages Advisory Committee

To Whom It May Concern:

Please accept this letter as my resignation from the Mill Villages Advisory Committee effective immediately. I have enjoyed the opportunity to serve the Committee as a volunteer and as Town staff in my previous role as Assistant Town Planner throughout the years. Much has been accomplished and so more is yet to come as the area offers so much opportunity.

Thank you.

A handwritten signature in dark ink, appearing to read "Ann V. Morgan", followed by a long horizontal flourish.

Ann Morgan  
2 Bruce Street  
Grafton, MA 01519

**RESIGNATION – Megan Perrotta**

I move the Selectmen accept the resignation of Megan Perrotta, Alternate Member Zoning Board of Appeals and send her a letter of thanks.

Cindy Ide

---

From: Bill Yeomans  
Sent: Thursday, June 14, 2018 1:55 PM  
To: MEGAN PERROTTA; eliasi@aol.com; Bill McCusker; kayreed@beckydalke.com; angelvoicer@msn.com; Marianne Desrosier  
Cc: Katrina Koshivos; IdeC@GRAFTON-MA.GOV; McInerneyT@GRAFTON-MA.GOV  
Subject: Re: Resignation of Megan Perotta from the ZBA

A good afternoon to all on this lovely day, Below is a note from Megan today wherein she indicates that she's going to resign from the ZBA as demands of her new professional position and personal responsibilities will not allow her to effectively continue to serve as an Alternate Board Member.

We all understand the demands of a busy life and thank Megan for her service to the town and wish her much success in her new position. She will always be welcome to serve again if she so desires. Hopefully, that will be the case sometime in the future.

With Megan's resignation in mind, I have decided to continue to serve as a Member of the ZBA and withdraw my earlier note to you all wherein I had stated that I was also going to resign from the Board after a final vote on the Prentice Place 40B Comprehensive Permit now before us.

Thanks to Megan for her service and also for your understanding of my flip-flopping on deciding not to resign from the Board at this time. We are all critical to the ZBA Board remaining an effective body serving the residents of Grafton.

Cordially to all,  
Bill Yeomans  
ZBA Chair

BOF

✓

Sent from my iPad

> On Jun 14, 2018, at 1:29 PM, MEGAN PERROTTA <megperrotta@hotmail.com> wrote:  
>  
> Hi Bill and Katrina,  
> I am sorry to say that after a lot of reflection I will be resigning as an alternate member of the ZBA. The reality is that, between my new job and personal responsibilities, I cannot give the role the time and attention it requires.  
> I recognize the timing is lousy, as Bill will be stepping down as well. I had planned to wait until after the vote on Prentice Place, but since I am no longer voting on that project, I think it's best to step down now.  
> I have enjoyed getting to know and work with you and the other Board Members very much. But this change is necessary for me and my family.  
> I wanted to give you the courtesy of letting you know before I reach  
> out to notifying the Board of Selectmen. Let me know how best to  
> proceed. Best, Megan  
>  
> Sent from my iPhone.



## **APPOINTMENTS – (ANNUAL) BOARD OF SELECTMEN**

- 1) I move the Board vote to approve the annual appoints for the Affordable Housing Trust as per the list.
- 2) I move the Board vote to approve the annual appoints for the Agricultural Commission, as per the list.
- 3) I move the Board vote to approve the annual appoints for the Board of Cemetery Commissioners, as per the list.
- 4) I move the Board vote to approve the annual appoints for the Cable TV Oversight Committee as per the list.
- 5) I move the Board vote to approve the annual appoints for the Community Preservation Committee, as per the list.
- 6) I move the Board vote to approve the annual appoints for the Grafton Constables, as per the list
- 7) I move the Board vote to approve the annual appoints for the Council on Aging, as per the list.
- 8) I move the Board vote to approve the annual appoints for the Election Officials, as per the list.
- 9) I move the Board vote to approve the annual appoints for the Grafton Historical Commission, as per the list.
- 10) I move the Board vote to approve the annual appoints for the Grafton Historic District Commission, as per the list

- 11) I move the Board vote to approve the annual appoints for the Grafton Cultural Council, as per the list
- 12) I move the Board vote to approve the annual appoints for the Information Technology Committee, as per the list
- 13) I move the Board vote to approve the annual appoints for Together We Can, as per the list.
- 14) I move the Board vote to approve the annual appoints for the Trustees of Soldiers Memorials, as per the list
- 15) I move the Board vote to approve the annual appoints for the Zoning Board of Appeals, as per the list
- 16) Board of Health

**BOARD OF SELECTMEN APPOINTMENTS**

**Tuesday, June 19, 2018**

**AFFORDABLE HOUSING COMMITTEE/TRUST**

Dan Crossin

Kris Koliss

**AGRICULTURAL COMMISSION (After 1st Year, 3 Year Terms)**

Daniela Sharma (3 year term)

Carolyn Weeks (2 year term)

**BOARD OF CEMETERY COMMISSIONERS (Three Year Term)**

John Pocius

**CABLE TV OVERSIGHT COMMITTEE (One Year Term)**

Robert Berger

Robert DeToma

Jim Gallagher

Robert Hassinger

Richard D. Schultze

Corson Wyman,

**COMMUNITY PRESERVATION COMMITTEE (Three Year Term)**

Paul A. Scarlett

Jennifer Thomas

**CONSTABLE (One Year Term)**

Michael J. Barbato

Donald A. Booth

J. Roger Currier

Susan Fiacco

Cynthia Ide

John Manzi

Stephanie Rose Fleming

**COUNCIL ON AGING (Four Year Term)**

William Drago

William Cutler, Jr.

Peter Shay

**ELECTION OFFICIALS (One Year Term)**

Marguerite Baril, Warden

Nancy Billings

Sally Belezarian

Cecile Bergin

Joann Brennan

Carol Cerasoli

Nancy Corcoran

Eveline M. Cournoyer, Clerk

Joyce David

Marion Dearing

**ELECTION OFFICIALS - Continued**

Page 2

Rosalind Dennis  
Carman Dion  
Marie DiDonna  
Ellen Dowling, Clerk  
Jeanne Ducasse  
June Enos  
Rosemary Flynn  
Joan O. Foley  
M. Theresa Gendron  
Nancy Hazen, Clerk  
Constance Hopkins  
Cynthia Ide  
Carolyn Jakubiak  
Janet Krause  
Steven Lawrence  
Shirley A. Lutynski  
Joan Mackowiak  
Beverly Mara  
Olivette M. Marshall  
Doris A. Metivier, Warden  
Karen McInnis, Warden  
Mary Murray  
Darlene Orne  
Nancy Paulauskas, Clerk  
Marsha Platt  
Philip L. Platt  
Paula Pogorzelski  
Arlene Provost  
Caroline Prout  
Janet Prunier  
Diane Raymond  
Bernard Reed  
Lois Reed  
Carol Roseen  
Al Sanborn  
Elaine Sanborn  
Shirley Russo  
Pauline St. Amand  
Maureen Turcotte, Warden  
Bernadette Warwick  
Susan Wenc  
Charlotte Wojtaszek  
Gail Wixon  
Brenda Zaleski  
Carol Ziemba

**GRAFTON HISTORICAL COMMISSION (Three Year Term)**

John Stephens

**GRAFTON HISTORIC DISTRICT COMMISSION (Three Year Term)**

John R. Stephens  
William Nicholson  
Robert Perla

**GRAFTON HISTORIC DISTRICT COMMISSION - Continued**

Paul Scarlett  
Vacant

**GRAFTON CULTURAL COUNCIL (Two Year Term)**

Stacy Willar

**INFORMATION TECHNOLOGY COMMITTEE (Three Year Term)**

Robert Carroll  
David Robbins (2 years)  
Patricia Myers

**TOGETHER WE CAN (One Year Term)**

Mark Alves  
Helen M. Atchue  
James Bryan  
Katherine Cederberg  
Timmerly Kuck  
William Kuck  
Deborah J. Trapasso

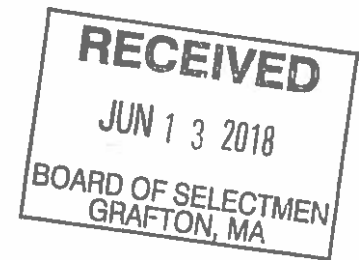
**TRUSTEES OF SOLDIERS MEMORIALS (Three Year Term)**

William Cutler (3 Year Term)  
William Drago (2 Year Term)  
Andrew Kjellberg (2 Year Term)  
Kenneth Sherman (3 Year Term)

**ZONING BOARD OF APPEALS (Three Year Term)**

Karl Chapin  
Elias Hanna  
William Youmans

6/13/2018



TO WHOM IT MAY CONCERN:

Please accept this letter as my submission for a position on the Board of Health.

I would love the opportunity to represent The Town of Grafton in this capacity.

Please let me know the next steps.

A handwritten signature in black ink, appearing to be "Josh Briggs", written over a horizontal line.

Sincerely,  
Josh Briggs  
34 Gordon Circle  
Grafton, MA 01519  
267-625-6641  
joshbriggs@gmail.com

**Cindy Ide**

---

**From:** Tim McInerney  
**Sent:** Wednesday, June 13, 2018 10:10 PM  
**To:** Cindy Ide  
**Subject:** Fwd: new potential Board of Health member

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@grafton-ma.gov](mailto:mcinerneyt@grafton-ma.gov)  
[www.grafton-ma.gov](http://www.grafton-ma.gov)

Begin forwarded message:

**From:** Austin Magnant <[austinmags@gmail.com](mailto:austinmags@gmail.com)>  
**Date:** June 13, 2018 at 9:13:18 PM EDT  
**To:** [mcinerneyT@grafton-ma.gov](mailto:mcinerneyT@grafton-ma.gov)  
**Subject:** new potential Board of Health member

Hi Timothy,

I came in to your office this afternoon inquiring about the Board of Health position. I would like to join the board of health if there are any openings coming up. My name is Austin Magnant and my address is 137 George Hill Rd, 01519. I graduated UMASS Amherst in 2004 and have worked as an environmental scientist for the last 12 years. I could be available nights and weekends for any public demonstrations or activities that need assistance. Also I am CPR/First Aid trained.

Let me know if you have any questions or require any more information from me before Monday.

Thank you for your consideration. :-)

Austin Magnant  
774-551-6197



## Grafton, MA

30 Providence Road

Phone: 508-839-5335

### Citizen Activity Form

*Good Government Starts with You*

**Date Submitted:** January 29, 2018

**Name:** Annette E. O'Mullan

**Home Address:** 17 Brookmeadow La, S. Grafton, MA 01560

**Mailing Address:** 17 Brookmeadow La, S. Grafton, MA 01560

**Phone Number(s):** (774)-293-1881 - Home

**Email Address:** aesom44@gmail.com

**Current Occupation/Employer:** Registered pharmacist in Massachusetts and New Jersey/ currently disabled

**Narrative:** Since I am currently not working, I have quite a bit of free time to dedicate to serving my community. I have a 5 year BS degree in pharmacy from Rutgers-College of Pharmacy/Ernest Mario School of Pharmacy. I am a registered pharmacist in both Massachusetts and New Jersey. I have served as a community pharmacist for over 20 years. I also participate in over 20 professional continuing education credits each year in pertinent health related issues.

**Board(s) / Committee(s):** BOARD OF HEALTH



**Cindy Ide**

---

**From:** Tim McInerney  
**Sent:** Friday, June 08, 2018 2:53 PM  
**To:** Cindy Ide  
**Subject:** FW: BOH

June 19th

Timothy P. McInerney, ICMA-CM  
Town Administrator  
30 Providence Road  
Grafton, MA 01519  
p. 508-839-5335  
f. 508-839-4602  
[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)  
[www.graffton-ma.gov](http://www.graffton-ma.gov)



@TownofGraftonMA

<https://www.youtube.com/watch?v=allz9gFiG-o&t=3s>

---

**From:** [aesom44@gmail.com](mailto:aesom44@gmail.com) [mailto:[aesom44@gmail.com](mailto:aesom44@gmail.com)]  
**Sent:** Friday, June 8, 2018 2:47 PM  
**To:** Tim McInerney  
**Subject:** Re: BOH

Dear Mr. McInerney,

Thank you for contacting me about the available positions with the Board Of Health. I would like to be considered for one of the positions. If however, the current members wish to continue serving on the BOH I will gladly withdraw my application. As I mentioned during our phone conversation, I'm very interested in the opportunity to serve the community through working with the Board Of Health.

Thank you once again for contacting me about this opportunity.

Sincerely,

Annette O'Mullan

Sent from my iPad

On Jun 5, 2018, at 11:04 AM, Tim McInerney <[mcinerneyt@graffton-ma.gov](mailto:mcinerneyt@graffton-ma.gov)> wrote:

Hi Annette

As we discussed, 3 members are up for re-appointment for the BOH but we encourage everyone to apply (and re-apply)

If you want to be considered please reply this email stating such and we will put your name forward for consideration

Thanks

Timothy P. McInerney, ICMA-CM

### **APPOINTMENTS (Economic Development Committee) Selectmen**

There are two seats available on the Economic Development Committee. Only two applications were received.

### **MOTION:**

I move the Board appoint Dennis Perron to the Economic Development Committee

I move the Board appoint Shawn McAvey to the Economic Development Committee



## Grafton, MA

30 Providence Road

Phone: 508-839-5335

### Citizen Activity Form

*Good Government Starts with You*

Date Submitted: May 28, 2018

Name: Dennis Perron

Home Address: 149 Millbury St  
Grafton

Mailing Address: 149 Millbury St  
Grafton

Phone Number(s): (508)-395-1125 - Cell

Email Address: pdg33a93@verizon.net

Current Occupation/Employer: Town of Grafton / Retired

Narrative: I have the time to serve and knowledge of the duties of the commission. I also understand that expanding our business tax base is vital to the future fiscal health of the Town.

Board(s) / Committee(s): ☐ AFFORDABLE HOUSING TRUST  
☐ CAPITAL IMPROVEMENT PLANNING COMMITTEE  
☒ ECONOMIC DEVELOPMENT COMMISSION

# RESIDENTIAL INTEREST LIST



Name: Shawn McAvey  
 Phone: 508-340-9847  
 Address: 8 Hollywood Dr.  
 Cell Phone: 508-839-4034  
 Occupation: Facilities Manager Athletic Dept. @ WPI  
 Special Training/Education: Business owner Property Manager  
 Amount of time available: Evening  
 Date Submitted: May 15, 18  
 Email Address: SJMCA@35@Verizon.net

- |   |   |
|---|---|
| <input type="checkbox"/> Agricultural Commission              | <input type="checkbox"/> Board of Registrars of Voters          |
| <input type="checkbox"/> Cable Television Oversight Committee | <input type="checkbox"/> By-law Review Committee #              |
| <input type="checkbox"/> Board of Selectmen *                 | <input type="checkbox"/> Cable Advisory Committee               |
| <input type="checkbox"/> Library Board of Trustees *          | <input type="checkbox"/> Capital Improvement Planning Committee |
| <input type="checkbox"/> Information Technology Committee     | <input type="checkbox"/> Cemetery Commission                    |
| <input type="checkbox"/> Board of Assessors                   | <input type="checkbox"/> Conservation Commission                |
| <input type="checkbox"/> Council on Aging                     | <input type="checkbox"/> Finance Committee                      |
| <input type="checkbox"/> Affordable Housing Trust             | <input type="checkbox"/> Grafton Cultural Council               |
| <input type="checkbox"/> Board of Health *                    | <input type="checkbox"/> Grafton Housing Trust                  |
| <input type="checkbox"/> Historical Commission                | <input type="checkbox"/> Historic District Commission           |
| <input type="checkbox"/> Personnel Advisory Committee         | <input type="checkbox"/> Planning Board *                       |
| <input type="checkbox"/> Recreation Commission                | <input type="checkbox"/> Public Works Advisory Committee        |
| <input type="checkbox"/> Town Report Committee                | <input type="checkbox"/> Zoning Board of Appeals                |

\* Indicates an elected board

# Indicates cyclical need

☒ Other Economic Development  
 Print Committee Name

The filling out of this form in no way assures appointment. All committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. If you are interested in serving on a town committee please fill out this form and return it to the Office of the Town Administrator, Grafton Municipal Center, 30 Providence Rd., Grafton, MA 01519 or email to [idec@graffton-ma.gov](mailto:idec@graffton-ma.gov)

## **TOWN ADMINISTRATOR – ANNUAL APPOINTMENTS**

### **MOTION:**

I move the Board vote to affirm the annual appointments of the Town Administrator as per the list which includes:

- Board of Assessors
- Board of Sewer Commissioners
- Burial Agent
- Keeper of the Lockup
- Special Counsel
- Town Counsel
- Traffic Safety Committee

## **TOWN ADMINISTRATOR APPOINTMENTS**

**Tuesday, June 19, 2018**

### **BOARD OF ASSESSORS (Three Year Term)**

Marsha Platt

### **BOARD OF SEWER COMMISSIONERS (Three Year Term)**

Susan Hunnewel Duval

### **BURIAL AGENT (One Year Term)**

Justin Sousa

### **KEEPER OF THE LOCKUP (One Year Term)**

Normand A. Crepeau, Jr.

### **SPECIAL LABOR COUNSEL**

Mirick O'Connell

### **TOWN COUNSEL**

Ginny Kremer, Blatman Bobrowski & Haverty, LLC

### **TRAFFIC SAFETY COMMITTEE (One Year Term)**

John J. Bechard

Normand Crepeau Jr

Paul Cournoyer

Daniel J. Pogorzelski

John A. Reil

Scott Rossiter

Brian Szczurko